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10 **DAVID CARLSON and FILM FOETUS, INC.**

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

13 MICHAL STORY, an Individual,  
14 Plaintiff,

15 v.

16 DAVID CARLSON, an Individual and  
17 FILM FOETUS, INC., and DOES 1  
18 THROUGH 100,  
19 Defendants.

) Case No.: **21STCV29163**  
)  
) **HON. THERESA M. TRABER | Dept. 47**  
)  
) **DECLARATION OF DAVID CARLSON IN**  
) **SUPPORT OF DEFENDANTS DAVID CARLSON**  
) **AND FILM FOETUS, INC.’S SPECIAL MOTION**  
) **TO STRIKE COUNTS 1, 2, 3, 6 AND 7 OF**  
) **PLAINTIFF MICHAL STORY’S UNVERIFIED**  
) **FIRST AMENDED COMPLAINT UNDER THE**  
) **CALIFORNIA ANTI-SLAPP STATUTE, CODE**  
) **OF CIVIL PROCEDURE § 425.16**  
)  
) **Hearing Date**  
)  
) **Date: December 3, 2021**  
) **Time: 9:00 a.m.**  
) **Dept.: 47**  
)  
) ACTION FILED: AUGUST 6, 2021  
) TRIAL DATE: NONE SET  
)  
) **Reservation IDs: 326394406716 & 865724959919**

1 **DECLARATION OF DAVID CARLSON**

2 I, DAVID CARLSON, declare:

3 1. I am the founder and president of Film Foetus, Inc. (“**Film Foetus**”), a defendant in the  
4 above-entitled action filed by Michal Story (“**Plaintiff**” or “**Story**”). I am over the age of eighteen (18).  
5 Unless otherwise noted, I have personal knowledge of the following facts set forth herein and, if called  
6 and sworn as a witness, I could and would competently testify thereto under oath.

7 **Film Foetus and My Film Career**

8 2. Since 1998 and to this day, I have resided either in Chicago, Illinois or, until more recently,  
9 the greater Chicago area.

10 3. I founded Film Foetus, an Illinois corporation, on September 18, 1998.

11 4. Film Foetus is an independent film & digital production company that produces content  
12 for broadcast television, home video, corporate video, and independent film.

13 5. Since 1988, through my company, Film Foetus, I have collaborated with hundreds of  
14 clients in the entertainment, corporate, and not-for-profit spaces and, in my capacity as a director, I have  
15 interviewed thousands of people on a variety of productions, including Fortune 500 company executives.

16 6. I am an award-winning independent film director with an impeccable professional  
17 reputation who has collaborated with scores of industry professionals.

18 7. My film, production, director, editor, writer, and cinematographer credits are reflected on  
19 my professional IMDB page. A true and correct copy of my IMDB page is attached hereto as **Exhibit**  
20 **“A”**.

21 8. Since 1998, Film Foetus has remained a corporation in good standing with the State of  
22 Illinois.

23 9. At its inception, Film Foetus filed articles of incorporation with the Illinois Secretary of  
24 State.

25 10. Shortly thereafter, Film Foetus issued stock shares, entered a consent of the directors and  
26 consent of the shareholders and has, at all times since, maintained verified books and records.

27 11. Since 1998, Film Foetus has consistently filed its annual reports with the Illinois Secretary  
28 of State.



1           12.     At all times relevant, Film Foetus has maintained liability insurance.

2           13.     At all times relevant, Film Foetus has maintained sufficient operating capital to cover its  
3 contractual obligations.

4           14.     Neither I nor Film Foetus have ever been named as a defendant in any lawsuit prior to this  
5 action.

6           **Joe Frank Documentary**

7           15.     Joe Frank (“**Frank**”) was a French-born American writer, teacher, and radio performer  
8 known best for his often philosophical, humorous, surrealist, and sometimes absurd monologues and radio  
9 dramas he recorded.

10          16.     Throughout his career, Frank has been honored with many major industry awards,  
11 including the George Foster Peabody Award and an Emmy Award.

12          17.     Frank passed away on January 15, 2018, and was survived by his wife, Plaintiff Story.

13          18.     On or around March 29, 2010, I personally pitched Frank about collaborating on an  
14 independent documentary film about his remarkable life.

15          19.     Frank agreed to participate in the production of the Film about his life, and production  
16 officially began later in 2010.

17          20.     The film I created and developed was ultimately entitled *Joe Frank: Somewhere Out There*,  
18 a feature length documentary film that explores the life of Frank, whose career on radio and online spanned  
19 four decades (the “**Film**” or “**Documentary**”).

20          21.     The Documentary Film I made intended to, and ultimately did, demonstrate how Frank’s  
21 highly produced radio shows were innovative, autobiographical, surreal, funny, disturbing, and thought  
22 provoking meditations on the human condition.

23          22.     The Documentary Film features dozens of rare interviews with Frank’s friends, actors,  
24 engineers and closest associates, each of whom comments upon and provides different perspectives  
25 regarding Frank’s storied career as a performer on public radio. The Documentary further weaves stories  
26 together with a wide variety of Frank’s radio shows to reveal his art, creative process, and personal life,  
27 and stars among others, Frank, Harry Shearer, Ira Glass, David Cross, Grace Zabriskie, and Alexander  
28 Payne.

1           23.     Commencing in 2010, and for the next eight (8) years, I worked as a producer, director,  
2 and editor on the Film with no compensation.

3           24.     I completed the Film, including all post-production work, on or around August 1, 2019.

4           25.     I was ultimately able to finish the Film for less than \$200,000.00 (less than one half of the  
5 Film’s estimated budget of nearly \$425,000.00).

6           26.     I was able to achieve completion of the Film under-budget through self-financing, crowd-  
7 funding, and professional favors from peers done in the spirit of independent filmmaking.

8           27.     The Film premiered at a film festival in March 2018, shortly after Frank’s passing.

9           28.     I have zealously worked to market and promote the Film, including by placing the Film in  
10 various film festivals, promoting the Film through the Film’s website that I created, traveling to film  
11 festivals at my own personal expense, and participating in a variety of media interviews in support of the  
12 Film.

13           29.     I have maintained a personal, professional, and/or financial responsibility to the hundreds  
14 of people who worked on and supported the project to deliver the Film to completion, including to prepare  
15 the Film for festival and worldwide release.

16           **The Parties’ Production Agreement and Contractual Obligations**

17           30.     In or around June 2017, a production agreement for the Film was entered into and executed  
18 by Film Foetus, Frank, and Plaintiff Story (the “**Production Agreement**”). A true and correct copy of the  
19 Production Agreement is attached hereto as **Exhibit “B”**.

20           31.     Pursuant to paragraph 1(a) of the Production Agreement, Film Foetus and Frank agreed to  
21 be joint owners of the Film, with each owning “an undivided fifty percent (50%) interest” in the film,  
22 including all copyrights. *See* Exhibit “B”.

23           32.     On March 9, 2018, the Film was registered with the United States Copyright Office,  
24 receiving a registration number of Pau 3-987-589. A true and correct copy of the original certificate of  
25 registration issued by the United States Copyright Office is attached hereto as **Exhibit “C”**.

26           33.     In accordance with the Production Agreement, both Film Foetus and Plaintiff Story are  
27 identified as the copyright claimants of the Film. *See* Exhibit “C”.

1 34. Pursuant to paragraph 2(a) of the Production Agreement, Frank was provided the  
2 contractual right to review a final cut of the Film. *See* Exhibit “B”.

3 35. Frank approved the final cut of the Film via email on October 9, 2017, specifically in an  
4 email with the subject line “FINAL CUT APPROVAL”, wherein Frank wrote: “we’ve arrived at a  
5 complete creative agreement”. A true and correct copy of Frank’s October 9, 2017 email approving the  
6 final cut of the Film is attached hereto as **Exhibit “D”**.

7 36. With the exception of Frank’s right to approve the final cut of the Film, paragraph 2(b) of  
8 the Production Agreement expressly provides that Film Foetus “shall have exclusive control and approval  
9 with respect to all creative decisions regarding the Picture.” *See* Exhibit “B”.

10 37. Pursuant to paragraph 2(c) of the Production Agreement, notwithstanding Film Foetus’  
11 creative control over the Film, Film Foetus and Frank were mutually obligated to “meaningfully consult”  
12 about the production of the Film, in addition to “material developments involved with the production,  
13 completion, distribution and exploitation of the Picture.” *See* Exhibit “B”.

14 38. As outlined in further detail below, I kept Frank and Story fully apprised of all material  
15 developments with respect to the Film.

16 39. Pursuant to paragraph 6(c) of the Production Agreement, Story was to be accorded, and  
17 was in fact accorded, a “Co-Producer” credit in the Film.

18 40. Story’s credit is reflected both within the Film itself, on the Film’s IMDB page, on the  
19 Film’s website, and in all official press releases for the Film. *See* **Exhibit “E”**.

20 **Defendants’ Regular, Transparent and Comprehensive Updates to Plaintiff**

21 41. For approximately eleven (11) years, I have kept Plaintiff informed about details of the  
22 Film, including to provide Plaintiff with ongoing updates related to the production, post-production,  
23 evolving budget, and distribution strategies for the Film.

24 42. Since late 2017 alone, I have initiated and provided Plaintiff Story with at least twenty-two  
25 (22) updates regarding the Film, the majority of which I received no response from Plaintiff.

26 43. Within these numerous Film updates, I have consistently offered Plaintiff in writing the  
27 ability to discuss any details or line items related to the Film (strategy, budget items, etc.).  
28

1           44.     Over the years, however, Plaintiff has unilaterally and independently elected to not engage  
2 with me in any of these matters regarding the Film in any meaningful way.

3           45.     On March 21, 2014, I sent Plaintiff an estimated budget with a cover email describing in  
4 general terms how to navigate the budget/excel document, while further offering to answer “any questions  
5 [Plaintiff] may have, get [Plaintiff’s] suggestions, and talk about . . .” the budget. A true and correct copy  
6 of my March 21, 2014 email to Plaintiff, inclusive of Plaintiff’s response thereto, is attached hereto as  
7 **Exhibit “F”**.

8           46.     Plaintiff responded to my March 21, 2014 email by stating that “this is all so above  
9 [Plaintiff’s] pay grade.” *See* Exhibit “F”.

10          47.     Thereafter, within a subsequent email I sent to Plaintiff dated May 27, 2014, wherein I  
11 conveyed the Film’s budget to Plaintiff, I made clear to Plaintiff to “[f]eel free to call me if you have any  
12 questions . . .” A true and correct copy of my May 27, 2014 email to Plaintiff, inclusive of Plaintiff’s  
13 response thereto, highlighted for ease of reference, is attached hereto as **Exhibit “G”**.

14          48.     Subsequently, within another email I sent to Plaintiff dated July 25, 2014, wherein I once  
15 again conveyed the Film’s budget, I wrote: “[a]s always, if you have any questions about anything please  
16 feel free to give me a call to discuss the line items.” A true and correct copy of my July 25, 2014 email to  
17 Plaintiff, highlighted for ease of reference, is attached hereto as **Exhibit “H”**.

18          49.     In a letter to Frank dated July 10, 2016, I again enclosed a copy of the Film’s budget and  
19 once again further underscored: “[a]s a reminder, I have receipts from all of my hard costs, and I am  
20 available to discuss the Budget with you line by line if you have any questions about any of the items  
21 and/or totals.” A true and correct copy of my July 10, 2016 letter to Frank, highlighted for ease of  
22 reference, is attached hereto as **Exhibit “I”**.

23          50.     Thereafter, on November 27, 2017, after Frank approved the final cut of the Film on  
24 October 9, 2017, I put Frank and Plaintiff on notice that I was forming a limited liability company, Joe  
25 Frank Movie, LLC (the “**JFM LLC**”), specifically to own and operate a bank account for the Film. A true  
26 and correct copy of my November 27, 2017 email to Frank and Plaintiff is attached hereto as **Exhibit “J”**.  
27  
28

1           51.     At no time relevant did Plaintiff ever object to my formation of JFM LLC and nor did  
2 Plaintiff ever contemporaneously demand any documents related to JFM LLC’s formation and/or  
3 structure.

4           52.     On March 29, 2018, I provided Plaintiff with a further update for the Film, specifically  
5 with respect to licensing, title searches, copyrights, insurance, and financing. A true and correct copy of  
6 my March 29, 2018 email update to Plaintiff is attached hereto as **Exhibit “K”**.

7           53.     On August 4, 2019, I sent a certified letter to Plaintiff expressly advising Plaintiff that I  
8 was working with Premiere Digital Services, Inc. d/b/a Quiver Digital (“**Quiver**”) to distribute the Film  
9 via video on-demand (“**VOD**”), with distribution commencing on or around August 23, 2019 in over 60  
10 countries through Amazon Video, Google Play, iTunes, Microsoft and Vimeo On-Demand. A true and  
11 correct copy of my August 4, 2019 letter to Plaintiff, highlighted for ease of reference, is attached hereto  
12 as **Exhibit “L”**.

13           54.     Within my August 4, 2019 letter to Plaintiff, I concluded the letter with a direct inquiry to  
14 Plaintiff, specifically as follows: “If you have any thoughts or suggestion for the film’s success, please let  
15 me know”. *See* Exhibit “L”.

16           55.     Plaintiff did not respond to my August 4, 2019 correspondence in any respect and nor did  
17 Plaintiff voice any objection to this disclosed distribution plan or offer any suggestions or alternatives.

18           56.     Thereafter, on August 25, 2019, reflecting Plaintiff’s receipt and review of my August 4,  
19 2019 letter, Plaintiff sent me an email inquiring about further details concerning the Film “selling (for  
20 viewing) on Amazon?” A true and correct copy of Plaintiff’s August 25, 2019 email to me is attached  
21 hereto as **Exhibit “M”**.

22           57.     Shortly thereafter, on September 3, 2019, I sent a certified letter to Plaintiff wherein I  
23 detailed the business arrangement with respect to the Film’s digital distribution with Amazon. Despite  
24 multiple attempts at delivery, this letter was returned unopened. A true and correct copy of my attempted  
25 September 3, 2019 certified letter to Plaintiff, reflecting multiple delivery attempts, is attached hereto as  
26 **Exhibit “N”**.

27           58.     Nonetheless, a few days later, on September 7, 2019, Plaintiff sent me a congratulatory  
28 email stating as follows:

1           Congratulations on getting the film out to the public via the digital platforms. I know this  
2           has been a difficult and challenging project. At last, despite the ups and downs, this 10+  
3           year journey to complete the film is behind us

4           A true and correct copy of Plaintiff’s September 7, 2019 email to me is attached hereto as **Exhibit “O”**.

5           59.     Within Plaintiff’s September 7, 2019 email, Plaintiff requested a general update concerning  
6           the Film’s budget and further requested that I endeavor to provide accounting updates “maybe every six  
7           months”.

8           60.     Within this September 7, 2019 email, however, Plaintiff did not object to the Film’s  
9           ongoing digital distribution through Quiver or offer any other distribution suggestions or alternatives. To  
10          the contrary, the general tenor of the email is congratulatory, collaborative and forward thinking, with  
11          Plaintiff’s request for an intermittent accounting itself serving as a form of approval of my disclosed  
12          distribution strategy.

13          61.     Two days later, on September 9, 2019, in response to Plaintiff’s request for an intermittent  
14          accounting, I sent a USPS Certified package to Plaintiff containing the Quiver Master Service Agreement  
15          and Vimeo Terms and Conditions, along with a revised Film budget. A true and correct copy of my  
16          September 9, 2019 Certified letter to Plaintiff is attached hereto as **Exhibit “P”**.

17          62.     On September 23, 2019, I sent another USPS Certified letter to Plaintiff to follow-up and  
18          advise Plaintiff that I would continue to keep Plaintiff apprised regarding the Film, including to provide  
19          financial updates to Plaintiff every six months as Plaintiff expressly requested, further noting that, at that  
20          time, there was “no income to report on the [F]ilm.” A true and correct copy of my September 23, 2019  
21          Certified letter to Plaintiff is attached hereto as **Exhibit “Q”**.

22          63.     Thereafter, on December 2, 2019, in response to Plaintiff’s request for additional  
23          documentation concerning the Film, I physically delivered to Plaintiff via USPS (tracking no. 9505 5130  
24          0338 9336 3038 45, confirmed delivery on December 4, 2019) a cover letter and no less than 405 Film  
25          documents on two CD-ROMs, including sales reports, budgets, receipts, license agreements, and  
26          accounting and bank statements, including, without limitation, the articles of organization and  
27          corresponding Secretary of State filings for JFM LLC. A copy of my December 2, 2019 correspondence  
28          to Plaintiff, along with pictures of the CD-ROMs and a list of the documents contained therein, highlighted  
                for ease of reference, is attached hereto as **Exhibit “R”**.

1           64.     Notably, within my December 2, 2019 package to Plaintiff, as a part of my Film update, I  
2 directly provided Plaintiff with a copy of the Film’s publicly available copyright registration.

3           65.     Accordingly, for no less than 1.5 years prior to Plaintiff’s initiation of this action, Plaintiff  
4 was both apprised of, and provided a copy of, the publicly available copyright registration for the Film.

5           66.     On December 1, 2020, in connection with my periodic sales reports and Film updates to  
6 Plaintiff, I delivered a finalized budget for the Film to Plaintiff. A true and correct copy of my December  
7 1, 2020 letter to Plaintiff, inclusive of the tracking receipt number, is attached hereto as **Exhibit “S”**.

8           67.     Ultimately, I have provided Plaintiff, either directly or through Frank prior to his passing,  
9 numerous financial updates regarding the Film, including updates on March 21, 2014, April 21, 2014,  
10 May 27, 2014, July 25, 2014 and July 10, 2016 and, more recently, on February 6, 2019, September 9,  
11 2019, June 1, 2020 and December 1, 2020.

12           68.     These updates included the provision of multiple files on CD-ROMs containing, among  
13 other things:

- 14           a.     JFM LLC’s monthly Bank Statements;
- 15           b.     JFM LLC’s Debit Card Reports;
- 16           c.     Sales Reports;
- 17           d.     Quiver Digital Sales Statements (iTunes, Amazon, Google Play, Microsoft,  
18                 YouTube);
- 19           e.     Vimeo VOD Sales Statements;
- 20           f.     Revised Budgets;
- 21           g.     Budget Receipts;
- 22           h.     PayPal Statements; *and*
- 23           i.     WI Public TV Agreement.

24           69.     A majority of these updates and corresponding backup documents were sent to Plaintiff as  
25 a part of my comprehensive (and certified) December 2, 2019 delivery to Plaintiff. *See* Exhibit “R”.

26           70.     Notably, throughout my 10-year development of the Film, except for a one-time reference  
27 to a single \$400.00 hotel expense Plaintiff herself incurred, Plaintiff never, at any time, reached out to me  
28 to substantively discuss the Film’s budget or any specific line items embodied within the budget.

1           71.     Moreover, throughout my 10-year development of the Film, Plaintiff never, at any time,  
2 offered any suggestions, comments, or raised any concerns whatsoever about the budget for the Film.

3           72.     As the record reflects, Plaintiff was, at all times relevant, reasonably apprised of the Film’s  
4 budget and was further provided every opportunity to review, comment or scrutinize the budget in  
5 Plaintiff’s discretion.

6           73.     Although Plaintiff certainly may have reviewed and scrutinized the budget, Plaintiff never  
7 expressed any concerns about the Film’s budget to me.

8           **The Film’s Funding and Revenue**

9           74.     Pursuant to paragraph 5 of the Production Agreement, the parties expressly acknowledged  
10 that Film Foetus had already, at that time, “incurred actual, verifiable, third-party Production Costs  
11 totaling \$29,000.00”. *See* Exhibit “B”.

12          75.     Notably, to date, the Film has yet to earn sufficient revenue to offset the agreed upon  
13 production costs totaling \$29,000.00 as reflected within the 2017 Production Agreement. *See* Exhibit “B”.

14          76.     Further, as expressly contemplated within paragraph 1(b) of the Production Agreement,  
15 and as further detailed within the budget I previously provided to Story on December 1, 2020, Film Foetus  
16 expended \$84,604.61 to secure the necessary musical licenses for the Film.

17          77.     Ultimately, as reflected within the December 1, 2020 budget I provided to Plaintiff, to date,  
18 the actual, verifiable, third-party production costs to produce the Film total \$183,100.00 (the “**Verifiable**  
19 **Production Costs**”).

20          78.     These Verifiable Production Costs generally break down as follows:

- 21           a.     Production
- 22                i.     Approximately \$3k in equipment rentals;
- 23                ii.    Approximately \$6.1k in travel expenses;
- 24                iii.   Approximately \$1.5k in location fees and supplies;
- 25           b.     Post-Production
- 26
- 27
- 28



- i. Approximately \$24k in on-line editing and color correction fees (labor, etc.)<sup>1</sup>;
- ii. Approximately \$12k in stock footage and photos;
- iii. Approximately \$100.1k in music licensing fees and clearance;
- iv. Approximately \$3.8k in mastering and delivery fees;
- v. Approximately \$12.8k in marketing fees;
- vi. Approximately \$19.8k in legal, insurance, aggregator and consulting fees;

See Exhibit “R”.

79. As reflected in the most recent sales report provided to Plaintiff dated June 7, 2021, to date, the Film has yielded income totaling \$4,917.68 (the “**Total Film Revenue**”). See Exhibit “X”.

80. Notably, the entirety of the Total Film Revenue derived from the exploitation of the Film remains in JFM LLC’s bank accounts.

81. To date, JFM LLC has not disbursed any profits or revenue derived from the exploitation of the Film to any person or entity.

82. A small percentage of monies raised for the Film were derived from a crowdfunding campaign in early 2018.

83. All crowdfunding information was provided to Plaintiff via an email directed to Plaintiff’s former counsel dated November 15, 2019. A true and correct copy of my former counsel’s November 25, 2019 email update to Plaintiff’s former counsel is attached hereto as **Exhibit “T”**.

84. As I previously advised Plaintiff, the results of the public crowdfunding campaign are and remain publicly available. Specifically, as reflected on Indiegogo’s website since March 2018, the crowdfunding campaign only achieved 29% of its \$75K goal, yielding \$22,337 gross monies. After deducting Indiegogo’s fees, the Film netted \$20,625.43. A true and correct copy of a printout of the now closed crowdfunding campaign on Indiegogo’s website is attached hereto as **Exhibit “U”**.

85. Further, within the multiple budget updates I have provided to Plaintiff, I included express references to these crowdfunding revenues.

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<sup>1</sup> I donated and did not charge for my personal editing services.

1 86. Specifically, by way of one example, my September 9, 2019 certified letter to Plaintiff  
2 contained a budget clearly identifying and addressing the Indiegogo crowdfunding revenues. *See* Exhibit  
3 “P”.

4 87. In addition, paragraph 3 of the Production Agreement expressly references, acknowledges,  
5 and authorizes a contemplated plan to “conduct a non-investor crowdfunding campaign to raise  
6 approximately \$65,000 in post-production funding in order to complete the Picture.” *See* Exhibit “B”.

7 88. Separate and apart from these crowd sourced funds, I have personally invested \$70,798.00  
8 into the production of the Film. I have also donated an additional \$10,641.00 into the Film.

9 89. Film Foetus has never, at any time, failed and/or refused to pay any amounts owed to  
10 Plaintiff as derived from the exploitation of the Film.

11 90. To date, based upon the Total Film Revenue derived from the exploitation of this low-  
12 budget documentary project and Film, Film Foetus remains unrecouped in the amount of \$70,798.00.

13 91. Film Foetus will, of course, continue to account to Plaintiff and, once recouped, will pay  
14 Plaintiff in accordance with the parties’ Production Agreement, that being 50% of all gross receipts from  
15 the Film.

16  
17 **Plaintiff’s Unverified First Amended Complaint**

18 92. On August 13, 2021, Plaintiff filed her unverified first amended complaint (the “**FAC**”)  
19 against Film Foetus and me, which is replete with numerous false statements and allegations.

20 93. I have read Plaintiff’s unverified FAC and know its contents.

21 **Plaintiff’s General Allegations**

22 94. In paragraphs 26 and 27 of the FAC, Plaintiff alleges that I failed to apprise Plaintiff as to  
23 the source and purpose of Film funds, and further that I never provided Plaintiff with any documentation  
24 whatsoever “with regard to the formation of and concerning the bank accounts or the [Movie] LLC.”

25 95. This is patently false.

26 96. On November 27, 2017, I expressly advised Plaintiff that I was forming JFM LLC, and  
27 further detailed the purpose in forming this limited liability company. *See* Exhibit “J”.

1           97.     Thereafter, on December 2, 2019, as a part of one of my many updates to Plaintiff, I  
2 provided Plaintiff with, among other Film related documents, a copy of JFM LLC’s articles of  
3 organization, JFM LLC’s Chase credit card statements, JFM LLC’s PayPal financial records, and JFM  
4 LLC’s bank statements. *See* Exhibit “R”.

5           98.     Plaintiff’s speculative conjecture in her FAC that the PayPal reports as provided are  
6 inherently “not trustworthy” because they theoretically “can be tampered” is wholly unsupported and  
7 completely baseless.

8           99.     The PayPal reports I provided to Plaintiff were downloaded directly from PayPal, and  
9 generated entirely by PayPal. Similarly, all bank statements I provided to Plaintiff were original statements  
10 generated entirely by the bank which issued the statements.

11           100.    The only two vendors for the Film, Vimeo and Quiver (Premiere Digital), directly deposit  
12 all revenue derived from the exploitation of the Film into JFM LLC accounts (PayPal and Chase bank,  
13 respectively), whereby these direct deposits are expressly represented in the reports as provided to  
14 Plaintiff.

15           101.    Separately, among several other updates, my February 7, 2019 letter update to Plaintiff  
16 included a detailed budget and breakdown of the Film’s cost and expenses. A true and correct copy of my  
17 February 7, 2019 letter to Plaintiff, inclusive of the attached budget, is attached hereto as **Exhibit “V”**.

18           102.    Additional financial updates include, among others, my October 8, 2018 budget letter and  
19 my September 9, 2019 budget letter to Plaintiff. A true and correct copy of my October 8, 2018 letter to  
20 Plaintiff, highlighted for ease of reference, is attached hereto as **Exhibit “W”**; see also Exhibit “P”.

21           103.    Plaintiff has never, at any time, requested any explanation as to any specific line item for  
22 the Film, including any line items in the bank statements as provided to Plaintiff by me over the years.

23           104.    In paragraph 28 of the FAC, Plaintiff alleges that I failed to disclose a \$75k investment and  
24 that such funds are not reflected in the budget documents as provided.

25           105.    This is patently **false**.

26           106.    In my February 7, 2019 letter to Plaintiff, I expressly advised Plaintiff that a supporter of  
27 the Film had “expressed interest” in providing \$75k for the Film, specifically to secure the music rights  
28 for wider distribution. *See* Exhibit “V”.

1           107. That supporter, Douglas Elliott (“**Elliott**”), did ultimately contribute \$75K to the Film to  
2 assist with the music licensing for the Film and further received a producer credit on the Film.

3           108. JFM LLC’s bank statements, as provided to Plaintiff on December 2, 2019, clearly  
4 demonstrate that Elliott’s monies were transferred into JFM LLC’s bank account on March 6, 2019. *See*  
5 Exhibit “R”.

6           109. Notably, Elliott gave JFM LLC these funds for the Film without any expectation that JFM  
7 LLC would reimburse Elliott.

8           110. The remainder of Plaintiff’s allegations in paragraph 28 regarding my purported failure to  
9 meaningfully consult with Plaintiff are likewise false and belied by clear record evidence to the contrary.  
10 *See* Exhibit “D-W”.

11           111. In paragraph 29 of the FAC, Plaintiff alleges that I and Film Foetus have been fully  
12 reimbursed.

13           112. This is patently **false**.

14           113. Unsurprisingly, as Plaintiff cannot, Plaintiff does not identify any source of revenue  
15 sufficient to fully reimburse the \$70,798.00 in funds that I personally invested into the Film.

16           114. As the records clearly reflect, \$70,798.00 is yet to be reimbursed.

17           115. In paragraph 30 of the FAC, Plaintiff re-alleges that I failed to meaningfully consult with  
18 Plaintiff in connection with the production and distribution of the Film.

19           116. This is, once again, patently **false** and belied by clear record evidence to the contrary. *See*  
20 Exhibits “D-W”.

21           117. In paragraph 31 of the FAC, Plaintiff alleges that I failed to “render accountings or  
22 verifiable costs”.

23           118. This is patently **false** and belied by clear record evidence to the contrary. Specifically, in  
24 addition to all the above-referenced updates concerning the Film that I provided to Plaintiff, a true and  
25 correct copy of a compilation of additional sales reports updates I provided to Plaintiff, dated December  
26 5, 2019, February 18, 2020, June 1, 2020, June 12, 2020, December 1, 2020 and June 7, 2021, are attached  
27 hereto as **Composite Exhibit “X”**.

1           119. In paragraph 32 of the FAC, Plaintiff alleges that I have somehow failed to “identify  
2 Plaintiff as a 50% co-owner of the project, 50%”, and that I have further failed to provide the “copyright  
3 application or other paperwork associated with it.”

4           120. Both these allegations are patently **false** and belied by clear record evidence to the contrary.  
5 *See Exhibits “D-X”.*

6           121. The vague allegations of paragraph 33 are likewise false, unsupported, and belied by clear  
7 record evidence to the contrary. *See Exhibits “D-X”.*

8           122. In paragraph 34 of the FAC, Plaintiff again alleges that I failed to consult with Plaintiff.

9           123. Of course, this allegation is once again patently **false**, unsupported, and belied by clear  
10 record evidence to the contrary. *See Exhibits “D-X” (including sales report binder).*

11           124. Specifically, on numerous occasions, I invited Plaintiff to review, comment upon, or reach  
12 out to me with any questions whatsoever in connection with the several proposed and revised budgets that  
13 I delivered to Plaintiff on multiple occasions. Plaintiff elected not to engage or respond to my overtures  
14 in any meaningful way, and certainly never, at any time, questioned any specific line item or made any  
15 specific objections or suggestions about the budgets that I provided to Plaintiff.

16           125. In paragraph 35 of the FAC, Plaintiff alleges that I “failed to show verifiable music  
17 licensing costs.”

18           126. This is patently **false**.

19           127. On December 2, 2019, as a part of one of my substantial Film updates to Plaintiff, I directly  
20 provided Plaintiff with a music clearance budget report (the “**Music Licensing Report**”). A true and  
21 correct copy of the Music Licensing Report, as provided to Plaintiff on December 2, 2019, is attached  
22 hereto as **Exhibit “Y”**.

23           128. The Music Licensing Report clearly reflects all the payments with respect to the Film’s  
24 music licensing.

25           129. Prior to Plaintiff’s initiation of this legal action, Plaintiff never once asked to see any  
26 documents related to “verifiable music licensing costs”.

27           130. In paragraph 36 of the FAC, Plaintiff alleges that I denied her “access” to the so-called  
28 “Quiver account”.

1 131. This is patently **false** and nonsensical.

2 132. As Plaintiff is well aware, Quiver (Premiere Digital) directly deposited all revenue from  
3 the Film into JFM LLC's Chase bank account, with every direct deposit expressly represented in the bank  
4 statements I provided to Plaintiff.

5 133. In paragraph 37 of the FAC, Plaintiff alleges that I failed to provide "cancelled checks"  
6 and "credit card receipts".

7 134. This is patently **false**.

8 135. On December 2, 2019, as a part of one of my substantial Film updates to Plaintiff, I directly  
9 provided Plaintiff with all relevant original bank statements. *See* Exhibit "R".

10 136. In paragraphs 38-40 of the FAC, Plaintiff attempts to allege that my company, Film Foetus,  
11 a company existing and operating since September 18, 1998, is nothing more than a shell and a sham.

12 137. This is patently **false**.

13 138. As addressed above in paragraphs 3-13, Film Foetus has always adhered to the required  
14 corporate formalities and has always maintained appropriate liquidity to satisfy its contractual obligations  
15 and debts.

16 139. As Plaintiff cannot, Plaintiff has presented no evidence to support the spurious and  
17 unsupported allegation that Film Foetus is my alter ego.

18 **Plaintiff's First Cause of Action for Breach of Contract**

19 140. Initially, as a threshold matter, I have never, in my personal capacity, entered into any  
20 contracts or agreements with either Frank or Plaintiff.

21 141. At no point in time have I ever personally owed any contractual obligations to Plaintiff,  
22 nor her to me.

23 142. Nonetheless, Plaintiff appears to assert her breach of contract claim against me personally.  
24 To the extent that this cause of action is based upon her alter ego allegations, such allegations are  
25 unfounded and unsupported. *See* paragraphs 3-13, *supra*.

26 143. Paragraph 43 of the FAC alleges that "Defendants" breached the Production Agreement  
27 and lists eight apparent categories of breaches.

28 144. Each such category is **false** and unsupported.

1           145. As addressed, above, I have fully reported to and accounted to Plaintiff in connection with  
2 the Film. *See* Exhibits “D-X”.

3           146. As addressed, above, I have never “commingled” funds, and have fully apprised Plaintiff  
4 as to the formation of all relevant bank or financial accounts regarding the Film, regularly providing  
5 Plaintiff with original bank and financial statements for the Film. *See* Exhibits “D-X”.

6           147. As addressed above, the only two vendors for the Film have *directly* deposited their funds  
7 into JFM LLC’s accounts (PayPal for Vimeo and Chase for Quiver (Premiere Digital)).

8           148. As addressed, above, I have always advised Plaintiff as to all monies raised for the Film  
9 and have further substantiated all such monies via the regular updates and written budgets I have  
10 consistently provided to Plaintiff. *See* Exhibits “D-X”.

11           149. As addressed above, and as is well documented, I have meaningfully conferred with  
12 Plaintiff about all distribution efforts for the Film, specifically within multiple writings and  
13 communications. *See* Exhibits “D-X”.

14           150. Plaintiff never expressed any concern with my prior distribution efforts for the Film, never  
15 offered any alternative suggestions for the Film’s distribution and, in fact, only ever wrote to congratulate  
16 me for my successful efforts to secure distribution of the Film. *See* Exhibits “D-X”.

17           151. Concerning credits, as addressed above, Story was to be accorded, and was in fact  
18 accorded, a “Co-Producer” credit in the Film.

19           152. Story’s credit is reflected both within the Film itself, on the Film’s IMDB page, on the  
20 Film’s website, and in all official press releases for the Film. *See* Exhibit “E”.

21           153. To the extent Plaintiff is asserting that I failed to properly credit Frank, on September 15,  
22 2017, in a letter from Frank to me, wherein Frank provided me with substantial notes about the Film,  
23 Frank concluded his letter as follows:

24           **I THINK IT WOULD BE BEST IF MY NAME, AS PRODUCER, BE TAKEN OFF**  
25           **THE FILM. IN SPITE OF MY INPUT, THIS IS FUNDAMENTALLY YOUR**  
26           **WORK, WHICH REFLECTS YOUR AESTHETIC AND SENSIBILITY.**

27           A true and correct copy of Frank’s September 15, 2017 letter, inclusive of my reply notes in blue, is  
28 attached hereto as **Exhibit “Z”**.

1           154. Based upon Frank’s clear expression of his desire in this regard, I removed Frank’s name  
2 as a producer at his express request and directive.

3           155. Concerning budgets, as addressed above, and as Plaintiff’s allegations concede, I regularly  
4 provided Plaintiff with up-to-date budgets as the Film’s production progressed. I also further regularly  
5 invited Plaintiff’s comment or suggestion concerning these budgets that I routinely provided to Plaintiff.  
6 *See Exhibits “D-X”.*

7           156. Finally, concerning Plaintiff’s allegation that “Defendants were to finance or secure  
8 financing for the project”, this is exactly what occurred.

9           157. I personally secured \$20,625.43 in crowdsource funding and personally invested  
10 \$70,798.00 into the Film. *See Exhibits “D-X”.*

11           158. As the record clearly reflects, there has been no breach of the Production Agreement in any  
12 respect.

13           159. Film Foetus has never failed and/or refused to pay Plaintiff any monies owed in connection  
14 with the Film and nor has Film Foetus ever failed and/or refused to perform any of its contractual  
15 obligations pursuant to the Production Agreement.

16           160. To date, based upon the Total Film Revenue derived from the exploitation of this low-  
17 budget documentary project and Film, Film Foetus remains unrecouped in the amount of \$70,798.00.

18           161. Film Foetus will, of course, continue to account to Plaintiff and, once recouped, will pay  
19 Plaintiff in accordance with the parties’ Production Agreement, that being 50% of all gross receipts from  
20 the Film.

21           **Plaintiff’s Second Cause of Action for Breach of the Implied Covenant of Good Faith**

22           162. Plaintiff’s allegations of breach are false and belied by the record.

23           163. At all times relevant, Film Foetus regularly and meaningfully consulted with Plaintiff about  
24 the Film and issued substantive accounting reports, including, among many other documents, original  
25 bank and financial statements. *See Exhibits “D-X”.*

26           164. Further, as addressed above, the Film has not yet earned or generated sufficient revenues  
27 to trigger any disbursement to Plaintiff under the Production Agreement.





1 **Plaintiff's Fifth Cause of Action for an Accounting**

2 178. Film Foetus has already fully accounted to Plaintiff in connection with all expenses and  
3 profits relating to the Film.

4 179. I have provided Plaintiff, either directly or through Frank before his passing, numerous  
5 financial updates regarding the Film, including updates on March 21, 2014, April 21, 2014, May 27, 2014,  
6 July 25, 2014 and July 10, 2016 and, more recently, on February 6, 2019, September 9, 2019, June 1, 2020  
7 and December 1, 2020.

8 180. These updates included multiple files on CD-ROMs containing, among other things:

- 9 a. JFM LLC's monthly Bank Statements;
- 10 b. JFM LLC's Debit Card Reports;
- 11 c. Sales Reports;
- 12 d. Quiver Digital Sales Statements (iTunes, Amazon, Google Play, Microsoft,  
13 YouTube);
- 14 e. Vimeo VOD Sales Statements;
- 15 f. Revised Budgets;
- 16 g. Budget Receipts;
- 17 h. PayPal Statements; *and*
- 18 i. WI Public TV Agreement.

19 181. A majority of these updates and corresponding backup documents were sent to Plaintiff as  
20 a part of my comprehensive (and certified) December 2, 2019 delivery to Plaintiff. *See* Exhibit "R".

21 182. Plaintiff maintains all records related to the production and exploitation of the Film.

22 183. There are no sales transactions related to the Film for which Plaintiff has not been provided  
23 all relevant financial documents and statements.

24 **Plaintiff's Sixth Cause of Action for Constructive Fraud**

25 184. Plaintiff's allegations of fraud are false and directly belied by clear record evidence to the  
26 contrary.





# EXHIBIT “A”



## D.P. Carlson

Director | Producer | Cinematographer

SEE RANK

[+ Add or change photo on IMDbPro »](#)

D.P. Carlson has been in the Chicago film and video scene since 1990. He has produced and directed many independent shorts and feature length programs, and contributed to various broadcast productions. Most recently Carlson was a cameraman on Bravo Profiles of Billy Bob Thornton & Rod Steiger, the MSNBC Investigates Specials Saving Bella, Real ... [See full bio »](#)

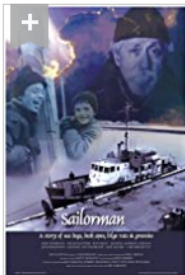
**Born:** June 3, 1967 in Chicago, Illinois, USA

2 wins & 1 nomination. [See more awards »](#)

### Known For



Homeless '99  
Director  
(1999)



Sailorman  
Director  
(2000)



Johnny Dodgeball  
Director  
(2008)



I Was There When the Bl...  
Director  
(1991)

### Filmography

 Show all

Show by...

Edit

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#### Director (14 credits)

Hide ▲

<a href="#">Joe Frank: Somewhere Out There</a> (Documentary) ( <i>completed</i> )	2018
<a href="#">Paul Stanley - Live to Dream</a> (Video documentary short) ( <i>completed</i> )	2008
<a href="#">Johnny Dodgeball</a> (Documentary)	2008
<a href="#">The History of University of Kentucky Basketball</a> (Video)	2007
<a href="#">The History of Wisconsin Football</a> (Video)	2007
<a href="#">Hardwood Heavens</a> (TV Series)	2006
<a href="#">The Bears: Out of Hibernation!</a> (Documentary)	2005
<a href="#">Fields of Glory</a> (TV Series)	2004
<a href="#">Nike Training Camp</a> (TV Series documentary)	2004
<a href="#">Preps: Chicago Hoops</a> (TV Series)	2001
<a href="#">Sailorman</a> (Short)	2000
<a href="#">Homeless '99</a> (Documentary)	1999
<a href="#">Chicago Filmmakers on the Chicago River</a> (Documentary)	1998
<a href="#">I Was There When the Blues Was Red Hot</a>	1991

#### Producer (13 credits)

Hide ▲

<a href="#">Joe Frank: Somewhere Out There</a> (Documentary) (producer) ( <i>completed</i> )	2018
<a href="#">Paul Stanley - Live to Dream</a> (Video documentary short) (producer) ( <i>completed</i> )	2008
<a href="#">Johnny Dodgeball</a> (Documentary) (executive producer)	2008
<a href="#">The History of University of Kentucky Basketball</a> (Video) (producer)	2007
<a href="#">The History of Wisconsin Football</a> (Video) (producer)	2007
<a href="#">Hardwood Heavens</a> (TV Series) (producer)	2006
<a href="#">The Bears: Out of Hibernation!</a> (Documentary) (producer)	2005
<a href="#">Fields of Glory</a> (TV Series) (producer)	2004
<a href="#">Nike Training Camp</a> (TV Series documentary) (producer)	2004
<a href="#">Sailorman</a> (Short) (producer)	2000
<a href="#">Homeless '99</a> (Documentary) (producer)	1999
<a href="#">Chicago Filmmakers on the Chicago River</a> (Documentary) (producer)	1998

### Quick Links

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Check out all the upcoming DC superhero movies and series that the IMDb editors can't wait to see.

[See the list »](#)

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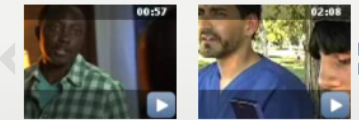


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### Do you have a demo reel?

Add it to your IMDb page


[Find out more at IMDbPro »](#)

### How Much Have You Seen?

How much of D.P. Carlson's work have you seen?

<b>I Was There When the Blues Was Red Hot</b> (producer)	1991
<b>Cinematographer</b> (6 credits)	<a href="#">Hide</a> ▲
<b>Paul Stanley - Live to Dream</b> (Video documentary short) ( <i>completed</i> )	2008
<b>Johnny Dodgeball</b> (Documentary)	2008
<b>The Bears: Out of Hibernation!</b> (Documentary)	2005
<b>Bravo Profiles</b> (TV Series documentary) (2 episodes) - Rod Steiger (2001) - Billy Bob Thornton (2000)	2000-2001
<b>Preps: Chicago Hoops</b> (TV Series)	2001
<b>Chicago Filmmakers on the Chicago River</b> (Documentary)	1998
<b>Editor</b> (6 credits)	<a href="#">Hide</a> ▲
<b>Joe Frank: Somewhere Out There</b> (Documentary) ( <i>completed</i> )	2018
<b>Paul Stanley - Live to Dream</b> (Video documentary short) ( <i>completed</i> )	2008
<b>Johnny Dodgeball</b> (Documentary)	2008
<b>The Bears: Out of Hibernation!</b> (Documentary)	2005
<b>Sailorman</b> (Short)	2000
<b>Chicago Filmmakers on the Chicago River</b> (Documentary)	1998
<b>Writer</b> (3 credits)	<a href="#">Hide</a> ▲
<b>Paul Stanley - Live to Dream</b> (Video documentary short) ( <i>completed</i> )	2008
<b>Johnny Dodgeball</b> (Documentary) (story)	2008
<b>Sailorman</b> (Short)	2000
<b>Camera and Electrical Department</b> (3 credits)	<a href="#">Hide</a> ▲
<b>Joe Frank: Somewhere Out There</b> (Documentary) (camera operator) ( <i>completed</i> )	2018
<b>Paul Stanley: One Live Kiss</b> (Video documentary) (camera operator)	2008
<b>Cannibal Corpse: Live Cannibalism</b> (Video documentary) (camera operator)	2000
<b>Additional Crew</b> (1 credit)	<a href="#">Hide</a> ▲
<b>Drunkboat</b> (epk director)	2010
<b>Self</b> (3 credits)	<a href="#">Hide</a> ▲
<b>Stage 5</b> (TV Series) Self - DocuSlate 2018 (2018) ... Self	2018
<b>Tell Them Who You Are</b> (Documentary) Self (uncredited)	2004
<b>Chicago Filmmakers on the Chicago River</b> (Documentary) Self	1998

## Personal Details

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Official Sites: [Company Site Name](#)

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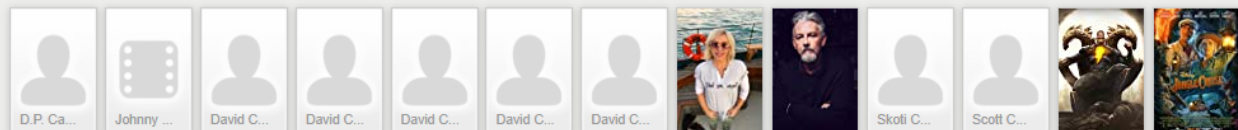
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# EXHIBIT “B”



## PRODUCTION AGREEMENT

### **"The Joe Frank Film"**

THIS PRODUCTION AGREEMENT (the "Agreement") is entered into as of June 30, 2017, by and between Film Foetus, Inc. ("Company"), on the one hand, and Joe Frank ("Artist") and Michal Story ("Story"), on the other hand (each a "Party" and, together, the "Parties") in connection with that certain proposed feature-length theatrical motion picture currently entitled "Untitled Joe Frank Film" (the "Picture") based on the life, radio broadcasts and writings of Artist (collectively, the "Story Rights"), to be directed by D. P. Carlson ("Director"), and to be produced by Company in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Artist hereby agree as follows:

1. Structure/Ownership.

a. General. The Picture is a feature length documentary about the life and work of radio artist Joe Frank. For purposes of this Agreement, Story Rights shall mean the irrevocable, non-exclusive, perpetual and universal rights to use Artist's name, approved likeness, approved photograph, sobriquet, approved voice, and approved biography; depict and portray Artist, and make use of incidents of Artist's life preceding, surrounding, following and otherwise in any way relating to incidents about Artist's life and use any and all information and materials in Artist's possession or under Artist's control, which Artist shall, at Company's request, disclose and provide to Company in such forms as, without limitation, copies of any newspapers or magazine clippings, photographs (excluding professional photographs provided by Story, which shall be the subject of a separate good faith negotiation and agreement), transcripts, recordings, journals, notes, recordings, home movies, videotapes or other physical materials relating to Artist's life story and Artist's thoughts, observations, recollections, reactions and experiences surrounding, arising out of, or concerning all those events, circumstances and activities relating to Artist's life story. Subject to the terms and conditions set forth in this Agreement, Company shall finance (or secure financing for) the production of the Picture and provide producing, directing, editing and other necessary services in connection with the production and exploitation of the Picture. Company and Artist shall each co-own an undivided fifty percent (50%) interest in and to all right, title and interest in and to the Picture, including without limitation the copyright and all proceeds from the exploitation thereof and all ancillary and related rights, and all applicable copyright registrations and trademark registrations of the Picture's title filed in any country for any and all versions of the Picture in all media and formats now known or hereafter devised throughout the universe shall be in the name of both Artist and Company provided that Company shall have the sole right and authority, after full and meaningful consultation with Artist, to determine how the completed Picture will be distributed including, without limitation, who the distributor(s) will be, when such distribution(s) should occur and in which media the Picture will be distributed. The parties hereby agree that, subject to full and meaningful consultation with Artist/Story, Company shall have the right to act on behalf of Story and Artist in connection with those distribution decisions and to sign all such distribution agreements on behalf of Story and Artist. Notwithstanding anything contained in this Agreement, Artist and Story shall retain ownership of their respective footage, photographs,

show recordings, radio programs, internet content and audio selections which each furnished for incorporation into the Picture regardless of whether such materials are included in the finished Picture; provided, Artist and Story each hereby grant to the Picture a non-exclusive, perpetual, worldwide, royalty-free license solely for the use of such material in the Picture and in connection with the distribution, exploitation and promotion thereof, except that any photographs provided by Story shall not be used in any manner other than in the Film itself. In addition, Company shall pay to Story on a schedule agreed to by the parties a reasonable, customary, agreed upon fee for Company's incorporation into the Picture of those materials owned by Story. Company shall retain ownership of all footage of Artist shot by Company at Artist's live events and footage of all interviews shot by Company in connection with the Picture regardless of whether such materials are included in the finished Picture. Any footage shot by Company which includes Artist that is not included in the final cut of the Picture shall not be utilized by Company in any other project or for any other purpose without the prior written consent of Artist. In the event of Artist's death or permanent disability, all of Artist's rights under this Agreement, including without limitation consultation and approval rights, shall be automatically assigned to Story. The Parties agree to execute appropriate licenses and assignments of rights in accordance with the terms of this Agreement. For the avoidance of doubt, the ownership structure of the Picture shall not impact the revenue sharing provisions and approvals/controls set forth herein unless approved in writing by the Parties in each instance.

b. Assignment of Rights. If Company actually finances the production of the Picture or secures financing for the Picture from third parties, Artist shall license for use in the Picture all right, title and interest in and to the Story Rights in a manner consistent with this Agreement no later than completion of production of the Picture. Similarly, Company shall assign to the Picture all right, title and interest in and to the results and proceeds of Company's services (including without limitation producing, directing and editing services) in a manner consistent with this Agreement no later than completion of production of the Picture. The parties acknowledge that, as of the effective date of this Agreement as first written above, the only funding required to complete the Picture is an amount required to license the rights to the musical compositions and/or sound recordings to be incorporated into the Picture and to complete post production for the Picture.

c. Abandonment. If Company fails to secure funding to complete post-production for the Picture and to secure festival music rights licenses within eight (8) months following the date Artist approves the final cut of the Picture, then this Agreement shall automatically terminate as of the above applicable date, all rights in and to the Picture and underlying materials shall automatically revert to the party contributing such rights, and neither party will have any further obligation, financial or otherwise, to the other.

2. Approvals and Controls. Company and Artist shall have the following rights of approval, such approval not to be unreasonably withheld or delayed, over the following elements and any replacements thereof:

a. Review of Director's Cut/Final Cut. Company shall deliver to Artist a director's cut of the Picture. Artist shall deliver to Company written notes regarding Artist's views of the Picture within 10 business days following receipt of the applicable cut. Company shall edit the Picture according to those written notes. If Artist does not provide Company with those written



notes within the 10 business day period, Artist shall be deemed to have approved that cut and shall have no further right to comment on the content of the Picture. Company shall deliver to Artist a copy of the Picture after Company has completed editing the Picture based on any written notes provided to Company by Artist (the "Final Cut"). Artist shall notify Company in writing if it approves the Final Cut within ten (10) business days following Artist's receipt. If Artist approves the Final Cut (following any edits by Company based on Artist's written notes), Artist shall not have the right to withdraw that approval at a future date. The parties agree that any attempt at withdrawal of that approval by Artist or Artist's representative will be deemed a material breach of this Agreement.

b. Creative Controls. Except as noted otherwise herein, Company shall have exclusive control and approval with respect to all creative decisions regarding the Picture.

c. Consultation. Company and Artist shall meaningfully consult with each other on a regular basis with respect to the progress in production of the Picture and all other material developments involved with the production, completion, distribution and exploitation of the Picture. If Artist is unable to consult with Company for any reason, then Company shall consult with Story in Artist's place.

d. Music Licenses. In the event Company and/or Artist secures a third party distributor to distribute the Picture in the United States and/or any other territory, then Company shall secure all-media licenses for all musical compositions/sound recordings incorporated into the Picture including, without limitation, licenses that cover the use of those compositions/sound recordings in Picture trailers and in television/radio/internet/mobile advertising for the Picture. Notwithstanding the foregoing, unless and until Company secures a third party distributor for the Picture, Company shall only be required to secure licenses for all musical compositions/sound recordings incorporated into the Picture for film festival exhibition and those film exhibition licenses. The cost of any and all music licenses referenced herein shall be treated as a production expense.

3. Crowdfunding Campaign. It is contemplated that Company may conduct a non-investor crowdfunding campaign to raise approximately \$65,000 in post-production funding in order to complete the Picture. In connection with any such crowdfunding campaign, Artist hereby grants to Company the right to utilize Artist's name, approved likeness, approved biography, approved photograph and approved image as part of the crowdfunding materials and the rewards offered to consumers for donating funds.

4. Producer Terms. Company and Artist each shall be credited on the Picture as an individual "Producer" of the Picture and each shall provide customary creative/physical producer services in connection therewith as more fully set forth below. In this regard, the following terms and conditions shall apply:

a. In full and meaningful consultation with Artist, Company shall provide certain development and production services including without limitation preparing budgets and schedules, engaging in casting activities, hiring and paying key crew, post-production expenses, legal expenses, accounting expenses, and certain financing costs, with the actual, verifiable,

third-party cost of these items (i.e., to the extent paid to third parties and not to Company or Director) all as set out more fully in Paragraph 5 below ("Production Costs").

b. Company, Director, Artist and Story shall not be entitled to receive a producing fee or other fees for services in connection with the Picture, it being understood and agreed that their sole and exclusive compensation for producing and/or directing the Picture shall be the Parties' respective shares of Net Proceeds in accordance with Paragraphs 5.c. and 6 below.

c. Company shall have the right to recoup the Production Costs prior to any distribution of remaining Net Proceeds (as hereinafter defined) to any other party.

d. Following Company's recoupment of the Production Costs, Company and Artist/Story each shall be entitled to receive an equal (i.e., 50/50) share of the "Net Proceeds" derived from the Picture. For purposes of this Agreement, "Net Proceeds" shall mean the amount of "Gross Receipts" remaining, if any, from the distribution and exploitation of the Picture and all rights therein and by-products thereof (including without limitation soundtracks and merchandising), after the deduction of costs, expenses and fees as set forth in Paragraph 5 below. As used herein, "Gross Receipts" shall mean any and all sums actually received by Company, Artist or a collection account manager on their behalf (if applicable) from the sale, licensing, distribution and all other exploitation of the Picture and all rights therein and by-products thereof in all markets and media now known or hereafter devised throughout the universe in perpetuity. To the extent that a portion of Net Proceeds is granted to any third party(ies) (upon mutual approval of Company and Artist), each of Company and the Artist shall bear an equal (i.e., 50%) portion of such grant of Net Proceeds.

e. All other terms of Producers' producing engagement services shall be determined by Company and Artist in good faith.

5. Disposition of Gross Receipts. The parties acknowledge that to date Company has incurred actual, verifiable, third party Production Costs totaling \$29,000.00 for the Picture. The parties further acknowledge that Company contemplates conducting an on-line, non-investor crowdfunding campaign to secure funds totaling \$65,000.00 to complete post-production for the Picture (the "Completion Funding"). The parties agree that all funds, if any, which exceed the Completion Funding shall be included in Gross Receipts. All revenues actually received from the exploitation of the Picture after deduction of any expenses actually incurred by Company to complete post-production for the Picture (if those expenses exceed any funds retained by Company that exceeded the Completion Funding) and any third party (other than the sales agent) distribution fees and expenses ("Gross Receipts") shall be payable as follows on a continuing basis (subject to the terms of any mutually-approved production lender):

First, in payment of any collection account manager fees and expenses (i.e., should the Parties elect to engage the services of a collection account manager);

Second, in payment of all normal and customary guild residuals, re-use fees, and similar mandatory payments, if any, to the extent not paid from a residuals reserve established by the Parties, and audit and collection costs in connection with the distribution and exploitation of the Picture;

Third, in payment of any sales agent's fees (i.e., should the Parties elect to engage the services of a sales agent);

Fourth, in payment of any sales agent's expenses;

Fifth, in payment in full to the mutually-approved production lenders, if any (including without limitation Company and/or Artist), of their entire loans, including, without limitation, all applicable interest, finance fees and costs, if any;

Sixth, in payment to mutually-approved equity investors, if any, in the Picture of the principal amount of their respective investments (plus any preferred return thereon) on a pro rata, pari passu basis; and

Seventh, to Company and Artist, the remaining balance, if any, of Gross Receipts (i.e., 50% to each of them), subject to any mutually-approved participations granted to third parties.

6. Credits. Subject to the requirements of any applicable guild and union agreements, the following credits will be accorded on screen in the main titles ("Screen Credit") and in the billing block of all paid ads, subject to customary distributor exclusions ("Paid Ad Credit"), as follows:

a. Producer: Artist shall be accorded separate card Screen Credit and Paid Ad Credit in the form "Producer."

b. Director/Producer: D. P. Carlson shall be accorded separate card Screen Credit and Paid Ad Credit in the form "Produced & Directed By D. P. Carlson."

c. Co-Producers: Michal Story and Mike Weber each shall be accorded separate card Screen Credit and Paid Ad Credit in the form "Co-Producer."

d. Excluded Ad Protection: The "Produced & Directed By," "Producer," "Executive Producer" and "Co-Producer" credits shall be accorded in excluded ads in which individual credit is accorded to any individual producer or executive producer (subject to the customary exceptions and exclusions of the distributors of the Picture and except for nomination and award ads in which only the honored individual(s) is accorded credit).

e. Production Company Credit: Company shall be accorded production company logo Screen Credit above the title of the Picture, as well as production company Screen Credit in the main titles of the Picture and corresponding Paid Ad Credit.

f. All other aspects of credit not specifically addressed above shall be subject to the mutual approval of the Parties.

7. Insurance. Company shall obtain and keep in full force and effect in amount, coverage, kind and form reasonably satisfactory to Artist, all types of insurance that is typically obtained for motion pictures and motion picture productions, including, without limitation, cast, negative and faulty stock insurance; customary errors and omissions insurance and comprehensive liability insurance. Company, Artist and Story shall be the named insured(s) on all such policies.



8. Representations and Warranties.

a. Company represents and warrants that:

(i) it is a duly organized company in good standing in its state/country of origin;

(ii) it has the right to enter into and fully perform this Agreement, the consent of no other person or entity is required in connection herewith, and it is capable of, and there is no impediment to, the performance of its obligations hereunder or with respect to the Picture;

(iii) it owns or controls all rights, and has not previously assigned to any third party or encumbered any of its rights, in the results and proceeds of Company's services hereunder; and

(iv) there are no actual or, to the best of its knowledge, threatened claims with respect to the Picture.

b. Artist represents and warrants that it has the right to enter and fully perform this Agreement, the consent of no other person or entity is required in connection herewith, and it is capable of, and there is no impediment to, the performance of his obligations hereunder.

9. Indemnification.

a. Company shall indemnify, defend, and hold Artist and Story and their respective successors, assigns, affiliates, agents, officers, directors, employees and shareholders harmless, against any liability, claim, cause of action, damage or expense (including, without limitation, reasonable outside attorneys fees, expert witness fees, disbursements and court costs regardless of whether litigation is commenced) ("Claims") arising from a breach by Company of its representations and warranties and covenants hereunder or arising from its (or its employees'), gross negligence or intentional misconduct (excluding only negligence that is covered by insurance).

b. Artist shall indemnify and hold Company and its successors, assigns, affiliates, agents, officers, directors, employees and shareholders harmless, against any Claims arising from a breach by Artist of its representations and warranties and covenants hereunder or arising from its (or its employees') gross negligence or willful misconduct (excluding only negligence that is covered by insurance).

10. Assignment. This Agreement shall not be assignable by the Parties hereto without the prior written consent of all the Parties hereto, which consent shall not be unreasonably withheld or delayed.

11. Confidentiality/Press Release. Company and Artist shall mutually approve any and all press releases and public announcements related to this Agreement. Company and Artist shall otherwise keep confidential this Agreement and the subject matter hereof, which shall not be disclosed to any third party except (a) as it has become generally available to the public; (b) to the Parties' agents, representatives, attorneys and professional advisors, on a need-to-know basis; (c) in order to comply with any law, rule, regulation or order of

any governmental authority with jurisdiction over the subject matter hereof; and (d) as may be required by the Parties to enforce their respective rights under this Agreement.

12. Arbitration. Any disputes under this Agreement or any document or instrument relating hereto (except to the extent expressly set forth to the contrary in such document or instrument) as well as the arbitrability of such dispute shall be resolved by final, binding arbitration before a single, mutually-approved arbitrator with experience in the entertainment industry under the Commercial Rules of JAMS in the venue of the party who initiates the arbitration (to which jurisdiction Company and Artist hereby irrevocably submit). The award of the JAMS arbitrator(s) shall include an award of reasonable outside attorneys' fees and associated costs (including expert witness fees) to the prevailing party in such arbitration. The arbitration shall be conducted in the city and state where the party initiating the arbitration resides. Any award of arbitration may be confirmed and/or enforced in any court located in the county and city where the arbitration was conducted and/or any court having jurisdiction over the losing party and/or any of its assets or properties.

13. No Partnership. This Agreement does not establish a relationship of partners or joint venturers between Company and Artist and/or Story; and no party shall hold itself out as agent or authorized representative of the other, nor shall there be any fiduciary or other legal relationship of trust established between Company and Artist and/or Story hereunder.

14. Remedies. Notwithstanding any other provision of this Agreement, each Party's sole remedy for breach by the other Party of any of its obligations under this Agreement shall be an action at law for damages and each Party acknowledges that such damages are fully adequate to compensate the other Party in the case of any breach by a Party hereunder. In no event shall either Party seek or be entitled to rescission, injunctive or other equitable relief.

15. Survival of Terms. Notwithstanding the abandonment of the Picture or the termination of this Agreement for any reason, paragraphs 1.a., 1.c., 9, 10, 11, 12, 13, 14 and 16 shall survive.

REMAINDER OF PAGE INTENTIONALLY BLANK

16. Miscellaneous. The validity, interpretation and legal effect of this Agreement shall be governed by the laws of the Illinois applicable to contracts entered into and wholly performed entirely therein without regard to conflict of laws provisions. No amendment or modification hereof shall be valid unless contained in a writing signed by both Parties. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof, and replaces any prior agreements, understandings, representations or warranties, verbal or written, as to the subject matter hereof. This Agreement shall bind and inure to the benefit of the Parties and their respective permitted assigns, licensees, successors, heirs and representatives. Each Party hereto generally consents to service of process by registered mail, return receipt requested, at the addresses set forth below to receive service of process in any action, suit or proceeding with respect to any matter as to which it has submitted to jurisdiction as set forth above. The headings of the Paragraphs hereof are for convenience only and shall not be deemed to limit or in any way affect the scope, meaning or intent of this Agreement or any portion hereof. Should any Paragraph or provision of this Agreement be held to be void, invalid or inoperative as a result of any judicial or administrative proceeding or decree, such decision shall not affect any other Paragraph or provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative Paragraph or provision had not been contained herein. This Agreement may be executed in one or more counterparts (including via facsimile or electronic transmission), each of which shall be deemed an original for all purposes but all of which together shall constitute one and the same instrument. The Parties contemplate entering into more comprehensive documentation consistent with the terms hereof; provided, however, that unless and until such more formal documentation is executed by each of the Parties, this Agreement shall be the final and binding and enforceable in accordance with its terms.

ACCEPTED AND AGREED AS OF JUNE 30, 2017:

FILM FOETUS, INC.

By: DP Carlson  
D. P. Carlson  
President/CEO

JOE FRANK

By: Joe Frank  
Joe Frank  
An Individual

By: Michal Story  
Michal Story  
An Individual



# EXHIBIT “C”



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Kary A. Lynch*

United States Register of Copyrights and Director

Registration Number

**PAu 3-987-589**

Effective Date of Registration:

March 09, 2018

Registration Decision Date:

October 02, 2019



## Title

---

Title of Work: Joe Frank - Somewhere Out There

## Completion/Publication

---

Year of Completion: 2018

## Author

---

- Author: Film Foetus, Inc.  
Author Created: entire motion picture  
Work made for hire: Yes  
Citizen of: United States  
Domiciled in: United States

## Copyright Claimant

---

Copyright Claimant: Film Foetus, Inc.  
216 Myrtle Street, Winnetka, IL, 60093, United States

Copyright Claimant: Michal Story  
11908 Darlington Ave., #303, Los Angeles, CA, 90049, United States

Transfer statement: By written agreement

## Limitation of copyright claim

---

Material excluded from this claim: preexisting footage, preexisting photograph(s), preexisting music

New material included in claim: all other cinematographic material

## Rights and Permissions

---

Organization Name: Donaldson & Callif, LLP  
Name: Christopher Perez  
Email: cperez@donaldsoncallif.com



**Telephone:** (310)277-8394  
**Address:** 400 S. Beverly Drive  
Ste. 400  
Beverly Hills, CA 90212 United States

## Certification

---

**Name:** Christopher L. Perez  
**Date:** March 05, 2018

---

**Correspondence:** Yes



# EXHIBIT “D”



DP Carlson <dpcarlson@filmfoetus.com>

---

**Re: FILM APPROVAL: Joe Frank - Somewhere Out There\_10\_08\_2017**

---

Film Foetus <dpcarlson@filmfoetus.com>

Sun, Oct 8, 2017 at 7:38 PM

To: Joe Frank <langermanshoe@gmail.com>

Thanks for the reply, Joe.

It seems we're on the same page with that new edit. I almost removed that David bit on the last pass. I'll delete it.

Regarding the music & mix, I'll check those 2 areas tomorrow AM and see what's going on. I premixed the tracks in a studio a few months ago, but with all of the new material and tweaks lately I'm sure a few areas are off. Not to worry, I'm all over it, and after you approve the Final Cut I'll spend the money to do the final mix in a studio.

Tomorrow, I'll post a cut for your approval.

Thanks for keeping up with the review process. If you have time midweek, maybe we can speak briefly on the phone?

Will stay in touch,  
Dave

DP Carlson  
www.filmfoetus.com  
[Quoted text hidden]

| <JF\_SOT\_SCRIPT\_REVISIED\_10\_08-2017.docx>

On Oct 7, 2017, at 5:52 PM, DP Carlson wrote:

Hi Joe,

I was able to make the new adjustments on the film based on the notes that you emailed me yesterday and today. It seems like we are in alignment on the movie, so please let me know if this is the Final Cut.

Below you will see a link on VIMEO for you to review the revised cut.

Attached is the REVISED SCRIPT (10-07-2017) that matches the film. I've replied to your notes in PINK.

As it is, please respond to me with your notes on the edit within 10 business days or it will be deemed the Final Cut.

LINK: <https://vimeo.com/237246286>





DP Carlson <dpcarlson@filmfoetus.com>  
Thank You!  
Dave

---

**Re: FILM APPROVAL: Joe Frank - Somewhere Out There\_10\_08\_2017**

---

Joe Frank <langermanshoe@gmail.com>  
To: Film Foetus <dpcarlson@filmfoetus.com>  
Cc: Michal Story <story@storyseen.com>

Sun, Oct 8, 2017 at 9:46 PM

Hi Dave,

As you probably know, I'm having surgery on Friday the 13th (of all days). So if you want to talk, we should do so earlier rather than later. I'll be out of commission for at least 7 or 8 days during and after the weekend. It would be good to bring this process to a conclusion, since we've arrived at a complete creative agreement.

Best, Joe

[Quoted text hidden]





DP Carlson <dpcarlson@filmfoetus.com>

---

**FINAL CUT APPROVAL: Joe Frank - Somewhere Out There\_10\_09\_2017**

---

DP Carlson <dpcarlson@filmfoetus.com>  
To: Joe Frank <langermanshoe@gmail.com>  
Cc: Michal Story <story@storyseen.com>

Mon, Oct 9, 2017 at 12:53 PM

Hey Joe,

I was able to revise the film and edit that David Rapkin deletion you emailed me about yesterday. I also heard one of those audio things you pointed out which was a *sound effect noise of a radio dial* that was used during a transition into an interview - I turned it down.

Below you will see a link/password to Vimeo, and I've attached the REVISED SCRIPT (10-09-2017) that matches the film. I've replied to your note in GREEN.


As you mentioned in your last email it looks like "we've arrived at a complete creative agreement." If you're happy with the last change, please email and let me know that this represents the Final Cut.

LINK: <https://vimeo.com/237439015>  
PASSWORD: version5

Thank You!  
Dave

--  
DP Carlson

---

 JF\_SOT\_SCRIPT\_REWSED\_10\_09-2017.docx  
213K





DP Carlson <dpcarlson@filmfoetus.com>

---

**FINAL CUT APPROVAL: Joe Frank - Somewhere Out There\_10\_09\_2017**

---

Joe Frank <langermanshoe@gmail.com>  
To: DP Carlson <dpcarlson@filmfoetus.com>

Mon, Oct 9, 2017 at 2:24 PM

Hi Daven

Originally, I thought the images of the cassettes (104) were an aberration (a glitch). But now I realize they were intentional, and although I understand their purpose, I think they're problematic and distracting. Can you remove or modify them?

If that's okay with you, then as far as I'm concerned we've arrived at a complete creative agreement.

Joe

[Quoted text hidden]

[Quoted text hidden]

<JF\_SOT\_SCRIPT\_REVISED\_10\_09-2017.docx>





DP Carlson <dpcarlson@filmfoetus.com>

---

**FINAL CUT APPROVAL: Joe Frank - Somewhere Out There\_10\_09\_2017**

---

DP Carlson <dpcarlson@filmfoetus.com>  
To: Joe Frank <langermanshoe@gmail.com>

Mon, Oct 9, 2017 at 2:34 PM  
To: DP Carlson <dpcarlson@filmfoetus.com>

This sounds good, Joe. I can keep LARRY on-camera instead of the cassettes at that 01,04,00 mark - no problem.

SO, if we're good to go on this, we'll call this the FINAL CUT. When I have time later in the week, I'll post the film again with the cassettes removed- so you'll have a reference video of the FINAL CUT. OK?

Also, do you have time now to talk on the phone, so we can 'celebrate' getting to this point. I can call you in a few minutes...

Dave

[Quoted text hidden]

--  
DP Carlson



**FINAL CUT APPROVAL: Joe Frank - Somewhere Out There\_10\_09\_2017**

Joe Frank <langermanshoe@gmail.com>  
To: DP Carlson <dpcarlson@filmfoetus.com>

Mon, Oct 9, 2017 at 2:52 PM  
To: Joe Frank <langermanshoe@gmail.com>

Call any time after 1:30 PM (Pacific Time)  
[Quoted text hidden]

This sounds good, Joe. I can keep LARRY on-camera instead of the case  
problem.

SO, if we're good to go on this, we'll call this the FINAL CUT. When I have time later in the week, I'll post the film  
again with the cassettes removed- so you'll have a reference video of the FINAL CUT. OK?

Also, do you have time now to talk on the phone, so we can celebrate getting to this point. I can call you in a few  
minutes...

Dave  
[Quoted text hidden]

DP Carlson

# EXHIBIT “E”

**Music Supervisor**  
**BROOKE WENTZ**

**Associate Producers**  
**MICHAL STORY**  
**MIKE WEBER**  
**JOHN TRAVIS**  
**ROBERT EICHELBERG**  
**BILL & ROSSANA BALDWIN**

**Producers**  
**DOUGLAS ELLIOTT**  
**WOODY WOODHALL**  
**HADYAN OF AMERICA**

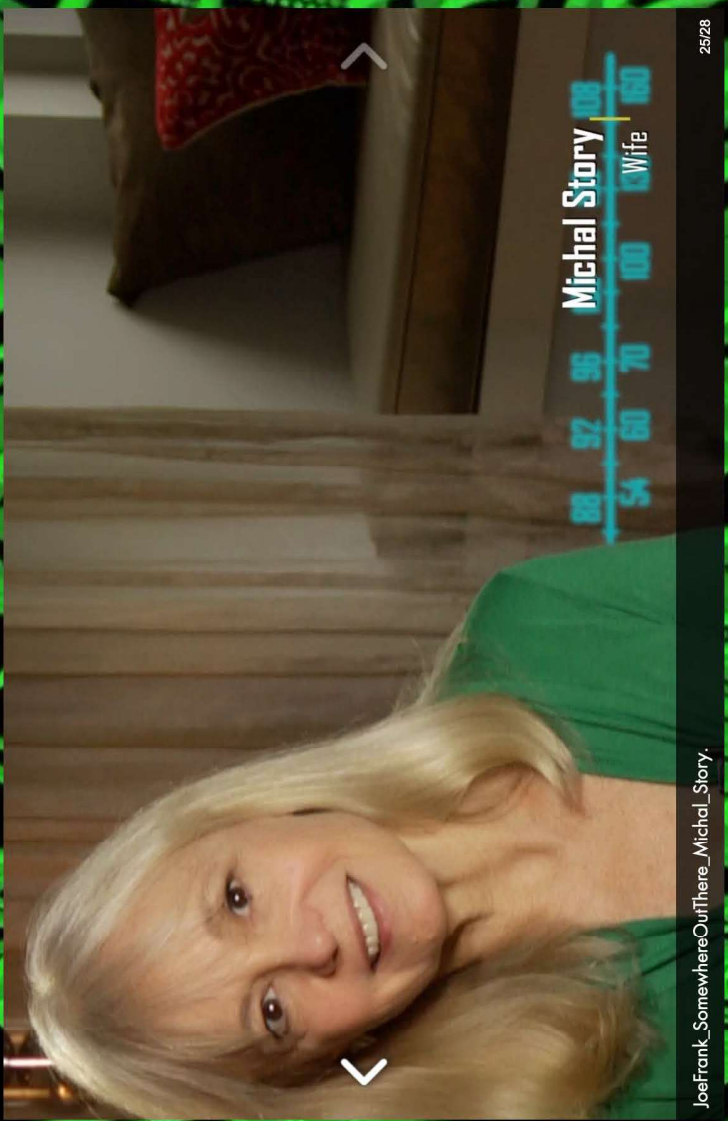
**Produced & Directed by**  
**D.P. CARLSON**

MICHAL STORY

Associate Producer



# SLIDE SHOW



## CONTACT US

General Info  
[info@joefrankmovie.com](mailto:info@joefrankmovie.com)

Producer - Director  
[dpcarlson@filmfoetus.com](mailto:dpcarlson@filmfoetus.com)

Joe Frank Website  
[www.joefrank.com](http://www.joefrank.com)

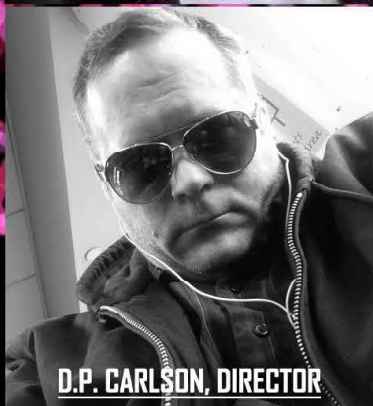




THE FILM



JOE FRANK



D.P. CARLSON, DIRECTOR



THE CAST

JOE FRANK - SOMEWHERE OUT THERE

PRODUCER - DIRECTOR - EDITOR

D.P. CARLSON

PRODUCERS

DOUGLAS ELLIOTT

WOODY WOODHALL HAoyan OF AMERICA

ASSOCIATE PRODUCERS

MICHAL STORY MIKE WEBER

BILL & ROSSANA BALDWIN

JOHN TRAVIS ROBERT EICHELBERG

AUDIO MIX

RON IVAN STALEY

ON-LINE EDITOR

GEORGE PATAY

CAMERA

D.P. CARLSON ANDRE SHANE BRADLEY SELLERS

BLAIR HOLMES MIKE WEBER

# Joe Frank: Somewhere Out There

2018 · 1h 26min

IMDb RATING

**7.7**/10  
15

YOUR RATING

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JOE FRANK - SOMEWHERE OUT THERE is a feature length film that explores the life of award-winning audio artist Joe Frank whose innovative work and career on radio has spanned four decades.

**Director** [D.P. Carlson](#)**Stars** [Joe Frank](#) · [Harry Shearer](#) · [Ira Glass](#) **IMDbPro** See production, box office & company info **COMPLETED**

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**3** User reviews

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## Top cast

Edit

**Joe Frank**  
as Self**Harry Shearer**  
as Self**Ira Glass**  
as Self**David Cross**  
as Self**Grace Zabriskie**  
as Self**Alexander Payne**  
as Self**Larry Block**  
as Self**Debi Mae West**  
as Self**Ryan Cutrona**  
as Self**Terry Kinney**  
as Self**Timothy Jerome**  
as Self**Laura Esterman**  
as Self

Most Anticipated Netflix Releases

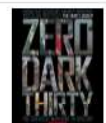
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2019

created 2 years ago  
47 titles





**Paul Rachman**  
as Self



**Theo Mondle**  
as Self



**Ed Valfre**  
as Self



**Michael D. Meloan**  
as Self



**Kristine Mckenna**  
as Self



**Ray Guarna**  
as Self

**Dying to Catch**

created 9 months ago  
400 titles



**2018**

created 3 years ago  
60 titles



**Director** [D.P. Carlson](#)

**All cast & crew** >

**See more cast details at IMDbPro**

## Storyline

Edit

JOE FRANK - SOMEWHERE OUT THERE is a feature length film that explores the life of award-winning audio artist Joe Frank whose innovative work and career on radio has spanned four decades.

artist

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**Genres** [Documentary](#) · [Biography](#) · [Music](#)

**Parents guide** [Add content advisory](#)

## User reviews 3 >

[+ Review](#)

TOP REVIEW

★ 5/10

### Didn't enjoy it as much as i wanted to

I'm a huge joe frank fan. I drive around in melbourne australia with a joe frank bumper sticker hoping one day someone will say hey i love joe frank too and we will spend the next few hours in a pub talking about our favourite stories.

I had high hopes for this. I saw it playing out two different ways: An introductory doco for those with no knowledge of joe. Or a detailed biography of joe's life. The film was a mix of both, a luke warmish introduction with those close to him disclosing little facets of his life here and there. I didn't feel like I knew anything more about Joe after watching it. It was more about how his wife and friends felt

... out him

helpful · 2 0



bendi36 · Aug 17, 2019

## Details

Edit

Country of origin [United States](#)

Official sites [Official Facebook](#) · [Official Site](#)

Language [English](#)

Filming locations [Los Angeles, California, USA](#)

Production company [Film Foetus Inc.](#)

See more company credits at [IMDbPro](#)

## Technical specs >

Edit

Runtime [1h 26min](#)

Color [Color](#)

Aspect ratio [16 : 9](#)

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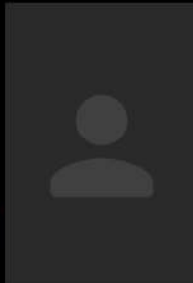
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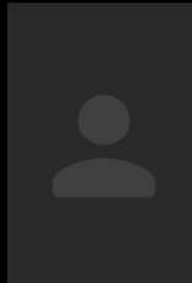
Joe Frank: Som...



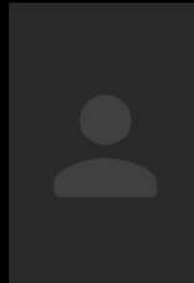
D.P. Carlson



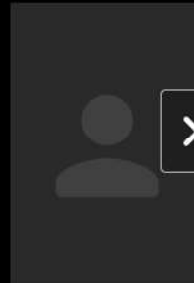
Johnny Dodgeball



David Carlson



David Carlson



David Carlson



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an company

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## Joe Frank: Somewhere Out There (2018)

Edit

## Full Cast &amp; Crew

IMDbPro See agents for this cast &amp; crew on IMDbPro

## Directed by

D.P. Carlson

## Cast

	Joe Frank	...	Self
	Harry Shearer	...	Self
	Ira Glass	...	Self
	David Cross	...	Self
	Grace Zabriskie	...	Self
	Alexander Payne	...	Self
	Larry Block	...	Self
	Debi Mae West	...	Self
	Ryan Cutrona	...	Self
	Terry Kinney	...	Self
	Timothy Jerome	...	Self
	Laura Esterman	...	Self

## Other cast:

	Paul Rachman	...	Self
	Theo Mondle	...	Self
	Ed Valfre	...	Self
	Michael D. Meloan	...	Self
	Kristine Mckenna	...	Self
	Ray Guarna	...	Self
	Peter Grean	...	Self
	Lester Nafzger	...	Self
	Ariana Morgenstern	...	Self
	Arthur Miller	...	Self
	Gideon Brower	...	Self
	Larry Josephson	...	Self
	Jennifer Ferro	...	Self

## Produced by

Haoyan of America ... producer  
 Bill Baldwin ... associate producer  
 Rossana Baldwin ... associate producer

## Joe Frank: Somewhere Out There

## Details

[Full Cast and Crew](#)  
[Release Dates](#)  
[Official Sites](#)  
[Company Credits](#)  
[Filming & Production](#)  
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## 2019

 a list of 47 titles  
 created 10 Jan 2019


## Dying To Catch

 a list of 400 titles  
 created 9 months ago


## 2018

 a list of 60 titles  
 created 13 Jan 2018

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Share this page:



D.P. Carlson ... producer  
Robert Eichelberg ... associate producer  
Douglas Elliott ... producer  
Michal Story ... associate producer  
John Travis ... associate producer  
Mike Weber ... co-producer  
Woody Woodhall ... producer

#### Film Editing by

D.P. Carlson

#### Camera and Electrical Department

D.P. Carlson ... camera operator  
Andrew Dryer ... camera operator  
Blair Holmes ... camera operator  
Bradley Sellers ... camera operator  
Andre Shane ... camera operator  
Mike Weber ... camera operator

#### Editorial Department

George Patay ... colorist

#### Additional Crew

Stacey Parks ... Distribution Consultant

#### Thanks

David Agosto ... special thanks  
Louis Antonelli ... special thanks  
Varda Bar-Kar ... special thanks  
Daniel V. Bigelow ... special thanks  
Will Combs ... special thanks  
Andrew Dryer ... special thanks  
Birke Duncan ... special thanks  
Rob Fetters ... special thanks  
Jeff Gatesman ... special thanks  
Dann Gire ... special thanks  
Patrick Gleason ... special thanks  
Dana Gould ... special thanks  
Steven A. Jones ... special thanks  
Mike Meiners ... special thanks  
Steven Melnan ... special thanks  
Stacey Parks ... special thanks  
Ed Pickart ... special thanks  
Brett A. Schwartz ... special thanks  
Dana Scott ... special thanks  
Adam Singer ... special thanks  
Dawn Smallman ... special thanks  
Alan C. Strutz ... special thanks  
Nicholas Tremulis ... special thanks  
Don Zenz ... special thanks  
Farley Ziegler ... special thanks

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D.P. Ca...



Johnny ...



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David C...



David C...



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# EXHIBIT “F”



Re: JF FILM: Budget

From: Michal Story

Sent: Fri, Mar 21, 2014 at 4:51 pm

To: dpcarlson@filmfoetus.com

Damn

pick me up off the floor in a few weeks.

this is all so above my pay grade.

I've printed it out and look forward to talking next month!

On 3/21/2014 1:58 PM, dpcarlson@filmfoetus.com wrote:

Michal,

Howdy.

Print this page, along with the attached 2 page Work-in-Progress Budget.

ESTIMATED, ACTUAL, and DC FUNDED are the most important columns.

ESTIMATED to us "means nothing" here because I was able to save money on the production along the way by working for free, using airfare miles, negotiating fees, free rentals, etc. At the bottom of the last page, ESTIMATED GRAND TOTAL means everything, because it defines the real value of the film. So if a Distributor or someone asks, "What was the budget on your film?" We say the ESTIMATED GRAND TOTAL because that's what it's worth! Right now it says \$192,944 but that will go up - especially after Music Licensing.

PAGE ONE is for PRODUCTION. All of that was bought & paid for by me, so we don't have to worry about that. I'm not expensing that part back to the Film.

PAGE TWO is POST-PRODUCTION.

Everything noted in RED is still in flux. Some of the items under "MARKETING" is where we should discuss money needed on your end for hard costs and time related to a Crowd Funding campaign, etc.

GRAND TOTAL (at bottom)

In PINK I highlighted two cells. One is for the money I've spent on Post Production to date: \$19,539.40. (by CARLSON\$ note.) The other is the ACTUAL money we need to finish the Film. Currently it's at \$88,847.76. But that cell is deceptive, because it doesn't include Music Licensing and I already contributed the \$19K in Post, so in reality (currently.):

\$84,847.00 (ACTUAL)

- 19,539.00 (CARLSON \$)

**\$65,308.00** NEEDED (not including Music Licensing)

And it will all go up, when we add the rest of the outstanding figures. Note INDIRECT COSTS near bottom: There's also a 10% Contingency for the Budget that covers anything we under-valued or went over-budget on, as well as E&O Insurance and our Legal moving forward.

I'll check in with you in early April. I can answer any questions you may have, get your suggestions, and talk about how these numbers aren't that intimidating. :)

Dave



PRODUCTION					
CREW	DAYS	RATE	ESTIMATED	ACTUAL	DC FUNDED
Producer (Pre & Post)		500.00	0.00		
Director/Camera	22	900.00	19,800.00	0.00	
Associate Producer		400.00	0.00	0.00	
Camera Operator	24	600.00	14,400.00	0.00	
Sound Engineer	3	400.00	1,200.00	0.00	
Grip	1	350.00	350.00		
Production Assistant	2	200.00	400.00	0.00	
<b>EQUIPMENT RENTAL</b>					
HD Camera Package	31	400.00	12,400.00	1,881.00	1,881.00
DSLR Camera Package	6	500.00	3,000.00	1,040.00	1,040.00
Sound Rental	31	75.00	2,325.00	0.00	0
Lighting Rental	22	75.00	1,650.00	0.00	0
Grip (Cart)				92.00	92.00
<b>TRAVEL</b>					
Airfare			2,500.00	504.25	504.25
Baggage Fees			815.00	815.00	815.00
Hotel			2,719.61	2,719.61	2,719.61
Hotel, JF			400.00	400.00	
Hotel NYC, Hotel & Airfare, MW			2,000.00	2,000.00	
Car Rental			565.14	565.14	565.14
Crew Meals			1,000.00	1,027.37	1,027.37
Cabs, Parking, Gas, Tolls			534.42	534.42	534.42
<b>FEES</b>					
Materials			113.32	113.32	113.32
Location Fees			780.00	780.00	780.00
Postage			400.00	369.36	369.36
Office Supply			200.00	200.00	200.00
<b>PRODUCTION TOTAL:</b>			<b>\$67,552.49</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>



POST-PRODUCTION	DAYS	RATE	ESTIMATED	ACTUAL	DC FUNDED
<b>EDITORIAL</b>					
Off-Line Editing/Transfer & Log	1 week	5,000.00	5,000.00	0.00	0
Off-Line Editor w System	6 weeks	5,000.00	30,000.00	0.00	
On-Line Editor w System	3 weeks	4,000.00	15,000.00	12,000.00	12,000.00
OnLine/ Color Correction	2 weeks	5,000.00	5,000.00	10,000.00	
On Line Supervision	5 weeks	2,000.00	10,000.00	0.00	
Final Sound Mix	1 week	5,000.00	5,000.00	5,000.00	
Graphics Package	FLAT	3,000.00	3,000.00	500.00	
Meals					
Hard Drives			1,198.00	1,198.00	1,198.00
Materials					
<b>STOCK FOOTAGE &amp; PHOTOS</b>					
Archival PIX: Debra DiaPaolo		FLAT	800.00	800.00	800.00
Archival PIX: Stephen Laufer		FLAT	800.00	800.00	800.00
Archival: T.B.D.			800.00		
Pond5 (2011-13)				4,642.40	4,642.40
Video Blocks			200.00	99.00	99.00
Fair Use Attorney			5,000.00	5,000.00	
Music Supervisor		FLAT	5,000.00	5,000.00	
Music Clearances					
<b>MASTERING/DELIVER.</b>					
Format Transfers			400.00	400.00	
Master Duplication			600.00	600.00	
Transcription & Closed Caption			1,690.00	1,690.00	
Postage/Delivery					
Misc. Stock					
BluRay/DVD Authoring					
<b>MARKETING</b>					
Producer		500.00			
Associate Producer		400.00			
Joe Frank CD's					
Joe Frank iPods					
Joe Frank Postcards					
Webpage Development					
Festival and Award Submissions			2,000.00		
<b>POST PRODUCTION TOTAL</b>			<b>\$91,488.00</b>	<b>\$47,729.40</b>	

<b>PRODUCTION &amp; POST SUBTOTAL</b>			<b>\$159,040.49</b>	<b>\$60,770.87</b>	<b>\$19,539.40</b>
					<b>CARLSON \$</b>
<b>INDIRECT COSTS</b>					
Contingency (10%)			15,904.05	\$6,077.09	
Legal (JF & DC, Corp)			6,000.00	\$6,000.00	
E&O Insurance			12,000.00	\$12,000.00	
<b>GRAND TOTAL</b>			<b>\$192,944.54</b>	<b>\$84,847.96</b>	



# EXHIBIT “G”

Re: JF Film - moving forward

From: Michal Story

Sent: Wed, May 28, 2014 at 1:03 am

To: dpcarlson@filmfoetus.com

---

- 1 - will address once final edit is done (incorporating Joe's notes / edits - this is going to take more time.) and contract finalized.
- 2- need to review
- 3 - getting a new draft from Paul this week
- 4 - *there is a lot Joe has been working on re: notes -- please leave as is - (no revisions since the DVD so we're on the same page.)*
- 5 - I understand.

On 5/27/2014 3:46 PM, dpcarlson@filmfoetus.com wrote:

Hi Michal!

Hope all is well out west. Things have been busy over here - but in a good way.

I wanted to follow up on some of the film business things and get your thoughts on moving forward. Maybe we can knock-out a couple of details in the near future?

1. CROWD FUNDING doc. Have you been able to come up with a number that pays you for your time when we need to pull together the Rewards for people? This is an opportunity to pay you and Joe for your time. Also, if we decide to reward something like an iPod (or photos) I want to make sure the hard costs are correct in this document. BIG PICTURE: If we can agree on the type of Rewards, this will determine all of the hard costs to put in the Budget and I can submit this to your lawyer Paul in regards to the Agreement.
2. BUDGET doc. This hasn't changed much since the last time I sent it to you, but I'd like to have it a little more complete with the numbers I mentioned above.
3. FILM AGREEMENT. Based on the above, I can submit something to Paul Miloknay soon for the Agreement he is drafting. When it's ready for me to look at, I have an attorney on my end who will review it, Jerry Glover, who has a lot of experience in the film world (and even on a radio themed documentary. He should be able to help the film out in other ways regarding distribution, etc.) In case you're interested, here's his info.: [http://lsglegal.com/index.php?option=com\\_content&view=article&id=48&Itemid=58](http://lsglegal.com/index.php?option=com_content&view=article&id=48&Itemid=58)
4. FILM EDIT. I'm working on it some more this week and waiting for Joe to get back to me with his notes on the content. This is an important step because it could determine 90% (if not all) of the Music Licensing I'll introduce to Music Supervisor/Brooke Wentz (along with the film!) I'm not comfortable introducing the film or the Music Cue Sheet to her until we're feeling good about the majority of the tracks/lengths. Then we can get her off and running. (In theory, while the Crowd Funding campaign is going on.)
5. PHOTOS for Film. Anything you still would like to get me ASAP is important. Also, there's that Langerman Shoe picture Joe dug up for me... INTERESTING NOTE: I was able to track down 2 photogs who captured WBAI in the late 70's and even have some old WBAI newsletters about Joe. You'll see those images in the next cut.

I know this is a lot to digest again, but if you can review the Crowd Funding, along with getting me Photos, it will generate some momentum and most of this will fall into place on its own (Budget, Agreement, Edit!)

Feel free to call me if you have any questions or would like to brainstorm the details.

Best Always,



**MAY 27**

PRODUCTION					
CREW	DAYS	RATE	ESTIMATED	ACTUAL	DC FUNDED
Producer (Pre & Post)	20	500.00	10,000.00	0.00	
Director/Camera	22	900.00	19,800.00	0.00	
Associate Producer	20	400.00	8,000.00	0.00	
Camera Operator	24	600.00	14,400.00	0.00	
Sound Engineer	3	400.00	1,200.00	0.00	
Grip	1	350.00	350.00	0.00	
Production Assistant	2	200.00	400.00	0.00	
<b>EQUIPMENT RENTAL</b>					
HD Camera Package	31	400.00	12,400.00	1,881.00	1,881.00
DSLR Camera Package	6	500.00	3,000.00	1,040.00	1,040.00
Sound Rental	31	75.00	2,325.00	0.00	0.00
Lighting Rental	22	75.00	1,650.00	0.00	0.00
Grip Rentals (Cart)				92.00	92.00
<b>TRAVEL</b>					
Airfare			2,500.00	504.25	504.25
Baggage Fees			815.00	815.00	815.00
Hotel			2,719.61	2,719.61	2,719.61
Hotel ,JF			400.00	400.00	
Hotel NYC, Hotel & Airfare, MW			2,000.00	2,000.00	
Car Rental			565.14	565.14	565.14
Crew Meals			1,000.00	1,027.37	1,027.37
Cabs, Parking, Gas, Tolls			534.42	534.42	534.42
<b>FEES</b>					
Materials			113.32	113.32	113.32
Location Fees			780.00	780.00	780.00
Postage			400.00	369.36	369.36
Office Supply			200.00	200.00	200.00
<b>PRODUCTION TOTAL:</b>			<b>\$85,552.49</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>



MAY 27

POST-PRODUCTION	DAYS	RATE	ESTIMATED	ACTUAL	DC FUNDED	FINISH FEST
<b>EDITORIAL</b>						
Off-Line Editing/Transfer & Log	1 week	5,000.00	5,000.00	0.00	0.00	
Off-Line Editor w System	6 weeks	5,000.00	30,000.00	0.00	0.00	
On-Line Editor w System	3 weeks	4,000.00	15,000.00	12,000.00	12,000.00	
OnLine/ Color Correction	2 weeks	5,000.00	5,000.00	10,000.00		10,000.00
On Line Supervision	5 weeks	2,000.00	10,000.00	0.00	0.00	0.00
Final Sound Mix	1 week	5,000.00	5,000.00	5,000.00		5,000.00
Graphics Package	FLAT	3,000.00	3,000.00	500.00		500.00
Meals						
Hard Drives			1,198.00	1,198.00	1,198.00	
Materials - Back Up Drive		500.00	500.00	500.00		500.00
<b>STOCK FOOTAGE &amp; PHOTOS</b>						
Archival PIX: Laufer & DiaPaolo			2 800.00	1,600.00	1,600.00	
Archival PIX: Raimi & Henry			2 250.00	500.00	500.00	
Archival: T.B.D.			2,000.00	2,000.00		2,000.00
Pond5 (2011-13)			4,642.50	4,642.40	4,642.40	
Video Blocks			200.00	99.00	99.00	
Fair Use Attorney		FLAT	5,000.00	5,000.00		5,000.00
Music Supervisor		FLAT	5,000.00	5,000.00		5,000.00
Music Clearances	30	3,000.00	90,000.00	90,000.00		0.00
<b>MASTERING/DELIVER.</b>						
Format Transfers			400.00	400.00		400.00
Master Duplication			600.00	600.00		600.00
Transcription & Closed Caption			1,690.00	1,690.00		0.00
Postage/Delivery			500.00	500.00		500.00
Misc. Stock						
<b>MARKETING</b>						
Producer		500.00	500.00	500.00		500.00
Associate Producer		500.00	500.00	500.00		500.00
Joe Frank CD's	50	5.00	250.00	250.00		250.00
Joe Frank iPods	10	150.00	1,500.00	1,500.00		1,500.00
Joe Frank Photo Print	400	5.00	2,000.00	2,000.00		2,000.00
Joe Frank Postcards	300	150.00	150.00	150.00		100.00
Joe Frank Dinner With Joe	7	150.00	1,050.00	1,050.00		1,050.00
Webpage Development			500.00	500.00		500.00
BluRay/DVD Authoring	200	5.00	1,000.00	1,000.00		1,000.00
Postage & Delivery			1,000.00	1,000.00		1,000.00
Festival and Award Submissions			2,000.00	2,000.00		2,000.00
Festival Postage			300.00	300.00		300.00
<b>POST PRODUCTION TOTAL</b>			<b>\$196,530.50</b>	<b>\$151,979.40</b>	<b>\$20,039.40</b>	<b>\$40,200.00</b>
			<b>ESTIMATED</b>	<b>ACTUAL</b>	<b>CARLSON</b>	
<b>PRODUCTION &amp; POST SUBTOTAL</b>			<b>\$282,082.99</b>	<b>\$165,020.87</b>	<b>\$30,680.87</b>	<b>\$40,200.00</b>
<b>INDIRECT COSTS</b>						
Contingency (10%)			28,208.30	\$16,502.09		\$4,020.00
Kickstarter & Amazon Fees (8%)			3,537.60	\$3,537.60		\$3,537.60
Legal (JF & DC, Incorporate)			6,000.00	\$6,000.00		\$6,000.00
E&O Insurance			12,000.00	\$12,000.00		\$12,000.00
<b>GRAND TOTAL</b>			<b>\$331,828.89</b>	<b>\$203,060.56</b>	<b>\$169,979.69</b>	<b>\$65,757.60</b>

What Film is Worth      What Film Cost to Make      What's Left to Cover      Need to Raise Crowdfunding

# EXHIBIT “H”



**RE: Update**

From: dpcarlson@filmfoetus.com  
Sent: Fri, Jul 25, 2014 at 8:09 am  
To: Joe Frank  
Cc: Michal Story

---

[JF Budget\\_072513.xls](#) (59.5 KB)

---

Good Morning,

Thanks for sending over the audio file - it plays fine.

I've been doing the major editing based on your script revisions and will be sending you a DVD of this next week. I'm sticking to the Schedule that was attached to the Agreement.

Attached here, is the Budget to date which breaks down past and future costs. As always, if you have any questions about anything please feel free to give me a call to discuss the line items. (I just realized that my lawyer may have forgot to attach this - sorry if there's any confusion.)

I have no plans to submit the film to any Festivals in the near future and nor have I. It's useless for me to do it until the film is approved by you, and at that point, we'll have to consider which festivals look best and what's available in the future. This is usually a few months forward from the film's completion in order to present and politic.

Most decent and/or high profile Festivals want/demand a North American premiere, so sometimes you have scheduling considerations. For example: In Austin, South by Southwest Music Festival (SXSW) is a festival I've thought about because it fuses movies & music and gets a lot of exposure. This fest is in early March of 2015 which might look good schedule-wise, BUT YOU HAVE TO SUBMIT BY OCTOBER 10th OF THIS YEAR unless you can politic your way into it - which is the only way to go with ANY festival. There are other Festivals that might be more 'market oriented' to consider, so Distributors can purchase/license it or get in a bidding war for the rights. Plus, Festival Organizers attend other major festivals looking for films and that can start the ball rolling with programming. I think about this stuff all of the time, but we can return to all of this later when the film is done.

**NOTE ON FESTIVALS:** Based on my experience, without politicking, open/blind submitting to any festival can be a joke because the good ones receive 1000's of submissions and the screening/judging processes are haphazard and the reviewers can be overwhelmed and unfocused in the process - or just plain idiots. So we need to keep our antenna up for people who know people at festivals (Festival Organizers/Board Members.)

Take a hard look at the Production Schedule in the Agreement. Working together on all of the target dates will keep the momentum going on the film.

Dave

-----Original Message-----

From: "Joe Frank" <langermanshoe@gmail.com>  
Sent: Thursday, July 24, 2014 5:23pm  
To: "DP Carlson" <dpcarlson@filmfoetus.com>  
Cc: "Michal Story" <storyseen@gmail.com>  
Subject: Update



Dave,

Michal should be sending you the material soon. In the meantime, please give us an update of where you are with the project and send us a detailed breakdown of what has been spent to date on it (including who has been paid for what and any outstanding obligations). I believe Michal may have requested that earlier. Also, while I understand that you're anxious to submit the film to festivals, I don't think it's appropriate to do so until we've concluded our deal and we've had a chance to see the picture, since I have final cut rights and I don't want the picture to be seen by anybody until it's ready. On that note, I'd like to know which festivals you had in mind. Paul is reviewing your attorney's revision of the contract and will be getting back to you shortly.

Joe

DP Carlson  
[www.filmfoetus.com](http://www.filmfoetus.com)



7/25/15

PRODUCTION					
CREW	DAYS	RATE	ESTIMATED	ACTUAL	DC FUNDED
Producer (Pre & Post)	20	500.00	10,000.00	0.00	
Director/Camera	22	900.00	19,800.00	0.00	
Associate Producer	20	400.00	8,000.00	0.00	
Camera Operator	24	600.00	14,400.00	0.00	
Sound Engineer	3	400.00	1,200.00	0.00	
Grip	1	350.00	350.00	0.00	
Production Assistant	2	200.00	400.00	0.00	
EQUIPMENT RENTAL					
HD Camera Package	31	400.00	12,400.00	1,881.00	1,881.00
DSLR Camera Package	6	500.00	3,000.00	1,040.00	1,040.00
Sound Rental	31	75.00	2,325.00	0.00	0.00
Lighting Rental	22	75.00	1,650.00	0.00	0.00
Grip Rentals (Cart)				92.00	92.00
TRAVEL					
Airfare			2,500.00	504.25	504.25
Baggage Fees			815.00	815.00	815.00
Hotel			2,719.61	2,719.61	2,719.61
Hotel ,JF			400.00	400.00	
Hotel NYC, Hotel & Airfare, MW			2,000.00	2,000.00	
Car Rental			565.14	565.14	565.14
Crew Meals			1,000.00	1,027.37	1,027.37
Cabs, Parking, Gas, Tolls			534.42	534.42	534.42
FEES					
Materials			113.32	113.32	113.32
Location Fees			780.00	780.00	780.00
Postage			400.00	369.36	369.36
Office Supply			200.00	200.00	200.00
<b>PRODUCTION TOTAL:</b>			<b>\$85,552.49</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>



POST-PRODUCTION	DAYS	RATE	ESTIMATED	ACTUAL	DC FUNDED	FINISH FEST
<b>EDITORIAL</b>						
Off-Line Editing/Transfer & Log	1 week	5,000.00	5,000.00	0.00	0.00	
Off-Line Editor w System	6 weeks	5,000.00	30,000.00	0.00	0.00	
On-Line Editor w System	3 weeks	4,000.00	15,000.00	12,000.00	12,000.00	
OnLine/ Color Correction	2 weeks	5,000.00	5,000.00	10,000.00		10,000.00
On Line Supervision	5 weeks	2,000.00	10,000.00	0.00	0.00	0.00
Final Sound Mix	1 week	5,000.00	5,000.00	5,000.00		5,000.00
Graphics Package	FLAT	3,000.00	3,000.00	500.00		500.00
Meals						
Hard Drives			1,198.00	1,198.00	1,198.00	
Materials - Back Up Drive		500.00	500.00	500.00		500.00
<b>STOCK FOOTAGE &amp; PHOTOS</b>						
Archival PIX: Laufer & DiaPaolo		2	800.00	1,600.00	1,600.00	
Archival PIX: Raimi, Henry, Morgenst.		3	250.00	750.00	750.00	
Archival PIX: Goldstein		1	300.00	300.00	300.00	
Archival: T.B.D.			2,000.00	2,000.00		2,000.00
Pond5 (2011-13)			4,642.50	4,642.40	4,642.40	
Video Blocks			200.00	99.00	99.00	
Fair Use Attorney		FLAT	5,000.00	5,000.00		5,000.00
Music Supervisor		FLAT	5,000.00	5,000.00		5,000.00
Music Clearances	30	3,000.00	90,000.00	90,000.00		0.00
<b>MASTERING/DELIVER.</b>						
Format Transfers			400.00	400.00		400.00
Master Duplication			600.00	600.00		600.00
Transcription & Closed Caption			1,690.00	1,690.00		0.00
Postage/Delivery			500.00	500.00		500.00
Misc. Stock						
<b>MARKETING</b>						
Producer		500.00	500.00	500.00		500.00
Associate Producer		500.00	500.00	500.00		500.00
Joe Frank CD's	50	5.00	250.00	250.00		250.00
Joe Frank iPods	10	150.00	1,500.00	1,500.00		1,500.00
Joe Frank Photo Print	400	5.00	2,000.00	2,000.00		2,000.00
Joe Frank Postcards	300	150.00	150.00	150.00		100.00
Joe Frank Dinner With Joe	7	150.00	1,050.00	1,050.00		1,050.00
Webpage Development			500.00	500.00		500.00
BluRay/DVD Authoring	200	5.00	1,000.00	1,000.00		1,000.00
Postage & Delivery			1,000.00	1,000.00		1,000.00
Festival and Award Submissions			2,000.00	2,000.00		2,000.00
Festival Postage			300.00	300.00		300.00
<b>POST PRODUCTION TOTAL</b>			<b>\$196,830.50</b>	<b>\$152,529.40</b>	<b>\$20,589.40</b>	<b>\$40,200.00</b>
<b>PRODUCTION &amp; POST SUBTOTAL</b>			<b>\$282,382.99</b>	<b>\$165,570.87</b>	<b>\$31,230.87</b>	<b>\$40,200.00</b>
<b>INDIRECT COSTS</b>						
Contingency (10%)			28,238.30	\$16,557.09		\$4,020.00
Kickstarter & Amazon Fees (8%)			3,537.60	\$3,537.60		\$3,537.60
Legal (JF & DC, Incorporate)			6,000.00	\$6,000.00		\$6,000.00
E&O Insurance			12,000.00	\$12,000.00		\$12,000.00
<b>GRAND TOTAL</b>			<b>\$332,158.89</b>	<b>\$203,665.56</b>	<b>\$170,034.69</b>	<b>\$65,757.60</b>

What Film is Worth      What Film Cost to Make      What's Left to Cover      Need to Raise Crowdfunding



# EXHIBIT “I”



7/11/16

Film Foetus, Inc. 216 Myrtle Street, Winnetka, Illinois 60093  
Cell 773.991.FILM Email dpcarlson@filmfoetus.com

sent to JK

July 10, 2016

Dear Joe,

I hope you're doing well and staying busy with work while you're managing your physical challenges. Based on the updates I've read in the GoFundMe campaign I know that things have been up and down for you, so I wish you good health.

Regarding the documentary film I am making about you, I received a draft of the Agreement that my lawyer has written, and it honors nearly all of the main bullet points we spoke about for the film in 2010 & 2011.

1. Structure/Ownership - You/Michal own the materials you provided to the film (your radio shows, your photos, your archival video). I own the original footage I shot for the film. Your Story Rights are Non-Exclusive to the film.
2. Financing - Company will finance the Picture. And you don't have to participate in crowd funding if you don't want to.
3. Fees in Budget - Company & Artist will receive no Fees for Production (Producing/Directing) of Picture. You may remember that I donated \$10K in hard costs I spent for the Production (the shooting) of the film, and that it was agreed upon that I would be reimbursed for my hard costs that I incur in Post-Production to finish the film. This is not my time I spent editing the film as an Editor. I have donated that time as an Editor. Post Production expenses beyond that are listed in the attached Budget. The total monetary hard cost I have spent in Post Production is currently at \$29,000. As a reminder, I have receipts for all of my hard costs, and I am available to discuss the Budget with you line by line if you have any questions about any of the items and/or totals.
4. 50/50 split on Net Proceeds. After I am reimbursed for my hard costs in Post-Production and any future investors are paid off, we split the producer's profits 50/50.



5. The Appearance Release Form (attached) had been changed so that you are able to give consent to a third party that may want to license my footage.

After much considered thought, I am unable to grant you Final Cut of the film. I anticipate that this might come as a surprise to you and expect that you will feel it is a betrayal, however I hope that you will also see it from my perspective and understand my reasoning. I have come to this ultimate conclusion because if I were to allow you complete control of the workflow of the film, it would affect all of the financing issues related to the completion of the picture. This would put me in an unacceptably vulnerable situation due to my investment of money, time and reputation making the film. Moreover, there would be no guarantee that the film would ever be released, which would be a shame for the scores of people who have worked on and appear in the movie.

Moving forward, I have a completed revised cut of the film that I would like to show you in the near future. After you watch it, if you would like to give me notes and suggestions, I would be happy to review them and include any ideas that I think would improve the movie and work within my spending and/or financing. Please remember that when you have given me feedback in the past, I have honored your creative suggestions on several occasions and have removed sequences that you thought to be either offensive, misrepresentative of your character and legally troublesome. I have also removed entire scenes that you felt were no longer worthy of your best work, even though these scenes existed in sequences that I had previously shared with you and that were working within the narrative of the film I was constructing.

As it currently exists, the narrative and creative aspects of the documentary are nearing completion. I have shared edits of the film with reliable industry friends to get feedback. Those few, (including people who are not familiar with your work) have enjoyed the movie and also show an interest in following up on your radio work and life. The moviemakers with whom I've shared it with, (both independent and also two Academy Award winners who are huge fans of yours) loved the narrative and thought the film's visuals were complimentary because they never got in the way of your radio selects. In addition, some friends of mine who are film festival and art house programmers think it will play very well on a film festival circuit – which is good for potential distribution opportunities.

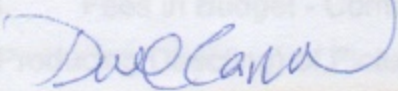


In the near future I am willing to commit more of my time to move the film toward completion. There is still a lot of non-creative work that needs to be done – the most challenging of which is raising money and clearing the music from your radio shows that appear in the documentary. I cannot move forward on this important business until our Agreement is signed.

On a personal note, I hope that you will trust me not just as a collaborator but also as a friend who will make a decent film about you. I feel that it is important for me to state this because during the time we have known each other, I like to think that I have presented myself professionally and respectfully to you, Michal, your friends, and associates who have contributed to the film. I've also enjoyed helping you and Michal behind-the-scenes with your live shows - whether it was scoring a last minute DVD player, communicating with technicians for you, helping with elements of your merch table, social media, etc. But what is most generous of me is that I've spent over \$40K of my own money and saved and secured this production thousands of dollars along the way, due to my reputation and skill sets as a producer, all because I wanted to make a movie that celebrates an artist I care deeply about!

In the end no one can really make a documentary about an artist that will satisfy everyone, but I think that when this film is completed it will be an excellent portrait of you that will hopefully inspire many audiences.

Sincerely,



DP Carlson



PRODUCTION					
CREW	DAYS	RATE	ESTIMATED	ACTUAL	DC FUNDED
Producer (Pre & Post)	20	500.00	10,000.00	0.00	
Director/Camera	22	900.00	19,800.00	0.00	
Associate Producer	20	400.00	8,000.00	0.00	
Camera Operator	24	600.00	14,400.00	0.00	
Sound Engineer	3	400.00	1,200.00	0.00	
Grip	1	350.00	350.00	0.00	
Production Assistant	2	200.00	400.00	0.00	
EQUIPMENT RENTAL					
HD Camera Package	31	400.00	12,400.00	1,881.00	1,881.00 *
DSLR Camera Package	6	500.00	3,000.00	1,040.00	1,040.00 *
Sound Rental	31	75.00	2,325.00	0.00	0.00
Lighting Rental	22	75.00	1,650.00	0.00	0.00
Grip Rentals (Cart)				92.00	92.00
TRAVEL					
Airfare			2,500.00	504.25	504.25 *
Baggage Fees			815.00	815.00	815.00 *
Hotel			2,719.61	2,719.61	2,719.61 *
Hotel ,JF			400.00	400.00	
Hotel NYC, Hotel & Airfare, MW			2,000.00	2,000.00	
Car Rental			565.14	565.14	565.14
Crew Meals			1,000.00	1,027.37	1,027.37 *
Cabs, Parking, Gas, Tolls			534.42	534.42	534.42 *
FEES					
Materials			113.32	113.32	113.32
Location Fees			780.00	780.00	780.00 *
Postage			400.00	369.36	369.36 *
Office Supply			200.00	200.00	200.00
<b>PRODUCTION TOTAL:</b>			<b>\$85,552.49</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>

PRODUCTION & POST SUBTOTAL			\$85,552.49	\$13,041.47	\$10,641.47
INDIRECT COSTS					
Contingency (10%)			8,555.25	1,304.15	1,064.15
Hotstar & Amazon Fees (6%)			5,133.15	782.49	655.29
Legal (JF & DC, Incorporate)			5,000.00	5,000.00	5,000.00
S&O Insurance			12,000.00	12,000.00	12,000.00
<b>GRAND TOTAL:</b>			<b>\$116,240.89</b>	<b>\$34,128.11</b>	<b>\$29,361.47</b>

What Film is Worth    What Film Cost to Make    What's Left to Cover    Need to Raise from Crowdfunding



POST-PRODUCTION	DAYS	RATE	ESTIMATED	ACTUAL	DC FUNDED	FINISH FEST
<b>EDITORIAL</b>						
Off-Line Editing/Transfer & Log	1 week	5,000.00	5,000.00	0.00	0.00	
Off-Line Editor w System	6 weeks	5,000.00	30,000.00	0.00	0.00	
On-Line Editor w System	3 weeks	4,000.00	15,000.00	12,000.00	12,000.00	
OnLine/ Color Correction	2 weeks	5,000.00	10,000.00	10,000.00	3,000.00	7,000.00 *
On Line Supervision	5 weeks	2,000.00	10,000.00	0.00	0.00	0.00
Final Sound Mix	1 week	5,000.00	5,000.00	5,000.00	1,500.00	3,500.00 *
Graphics Package	FLAT	3,000.00	3,000.00	500.00	200.00	300.00 *
Meals				200.00	97.00	103.00 *
Hard Drives			1,198.00	1,198.00	1,198.00	
Materials - Back Up Drive		500.00	500.00	500.00		500.00 *
<b>STOCK FOOTAGE &amp; PHOTOS</b>						
Archival PIX: Laufer & DiaPaolo		2	800.00	1,600.00	1,600.00	
Archival PIX: Raimi, Henry,Morgenst.		3	250.00	750.00	750.00	
Archival PIX: Goldstein		1	500.00	500.00	500.00	
Archival PIX: Other		1	75.00	75.00	75.00	
Archival PIX: Story (Estimated)		1	300.00	300.00		300.00
Archival: T.B.D. (Estimated 05/2016)			1,000.00	1,000.00		1,000.00
STOCK: Pond5 (thru 05/2016)			6,962.16	6,962.16	6,962.16	
STOCK: Dissolve (thru 05/2016)			160.00	160.00	160.00	
STOCK: Video Blocks			200.00	99.00	99.00	
STOCK: Shutterstock			295.00	295.00	295.00	
Fair Use Attorney		FLAT	5,000.00	5,000.00		5,000.00
Music Supervisor		FLAT	5,000.00	5,000.00		5,000.00
Music Clearances	30	3,000.00	90,000.00	90,000.00		
<b>MASTERING/DELIVER.</b>						
Format Transfers			400.00	400.00		400.00
Master Duplication			600.00	600.00		600.00
Transcription & Closed Caption			1,690.00	1,690.00		
Postage/Delivery			1,000.00	1,000.00	538.75	461.25 *
Misc. Stock						
Blu Ray/DVD Authoring			1,000.00	1000		1,000.00
<b>MARKETING</b>						
Joe Frank Photo Print	400	5.00	2,000.00	2,000.00		2,000.00
Joe Frank Postcards	300	150.00	150.00	150.00		100.00
Webpage Development			500.00	500.00		500.00
BluRay/DVD Materials	200	5.00	1,000.00	1,000.00		1,000.00
Postage & Delivery			1,000.00	1,000.00		1,000.00
Festival and Award Submissions			2,000.00	2,000.00		2,000.00
Festival Postage			300.00	300.00		300.00
<b>POST PRODUCTION TOTAL</b>			<b>\$201,880.16</b>	<b>\$152,779.16</b>	<b>\$28,974.91</b>	<b>\$32,064.25</b>
			<b>ESTIMATED</b>	<b>ACTUAL</b>	<b>CARLSON</b>	
<b>PRODUCTION &amp; POST SUBTOTAL</b>			<b>\$287,432.65</b>	<b>\$165,820.63</b>	<b>\$39,616.38</b>	<b>\$32,064.25</b>
<b>INDIRECT COSTS</b>						
Contingency (10%)			28,743.27	\$16,582.06		\$3,206.43
Kickstarter & Amazon Fees (8%)			2,821.65	\$2,821.65		\$2,821.65
Legal (JF & DC, Incorporate)			6,000.00	\$6,000.00	5,020.84	\$979.16 *
E&O Insurance			12,000.00	\$12,000.00		\$12,000.00
<b>GRAND TOTAL</b>			<b>\$336,997.57</b>	<b>\$203,224.35</b>	<b>\$161,207.97</b>	<b>\$51,071.49</b>

What Film is Worth      What Film Cost to Make      What's Left to Cover      Need to Raise Crowdfunding



# EXHIBIT “J”



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**JF-FILM UPDATE (11/29/2017)**

1 message

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**DP Carlson** <dpcarlson@filmfoetus.com>  
To: Joe Frank <langermanshoe@gmail.com>  
Cc: Michal Story <story@storyseen.com>

Mon, Nov 27, 2017 at 6:48 PM

Hi Joe & Michal,

Hope things are going well since the procedures, and I look forward to hearing good news about recovery!

Here are the new updates on the film.

1. **JOE FRANK MOVIE, LLC:** I formed a unique business for the movie called Joe Frank Movie, LLC. I did this for potential investors in the film and for all of the money to go through (deposits, future crowd funding & distribution monies, etc.) It has it's own bank account. I'm running all new expenses related to finishing the film through this account. I deposited \$8000 of my own money into the account which will be reimbursed with crowd-funding money (late in February), or deemed an investment.
2. **MUSIC LICENSING:** Retained a Fair Use attorney (Donaldson/Callif, <http://www.donaldsoncallif.com/practice-areas/>) and a Music Supervisor (Brooke Wentz, The Rights Workshop, <http://rightsworkshop.com/>) These are the folks who are handling the music licensing for the film. The Fair Use team are finishing this week and the Music Supervisor will begin negotiating the individual tracks shortly thereafter. FYI - Attorney fees aside, it will probably cost \$30K for music rights just for Festivals (for a year.)
3. **FILM FESTIVALS:** To date, I submitted the film to the following festivals for consideration in 2018: South by Southwest SXSW (runs mid March), San Fran Int'l (mid April), Ashland Independent/WA (mid April), Minn/St. Paul (late April), Tribeca (late April), Hot Docs (market, late April), Nashville (mid May), Seattle Int'l (late May), Edinburgh-UK (late June), High Coast-Sweden (early July), Traverse City-MI (early Aug). I'll apply to more later - including one in LA, so keep your fingers crossed!
4. **PUBLICITY/SOCIAL MEDIA:** In Chicago, I spent half a day at the 3rd Cost Audio Festival handing out postcards for the film, meeting dozen's of Joe's fans and filling them in on the film's social media and eventual festival release in 2018. They were all very excited. If you'd like to share them, here are the links to the film's web/social media sites:  
  
<https://www.joe frankmovie.com/>  
<https://www.facebook.com/joe frankmovie/>  
<https://twitter.com/joe frankmovie>
5. **CAST & CREW:** Throughout November I made contact with nearly all of the cast & crew and gave them the update on the film along with the social media links. Everybody who has gotten back to me is very excited about the website, trailer, and the film's festival release in 2018.

This is all for now, and I'll email you more updates as I continue on...

Be Well,  
Dave

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# EXHIBIT “K”



DP Carlson <dpcarlson@filmfoetus.com>

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## JF-FILM UPDATE (3/29/2018)

1 message

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**DP Carlson** <dpcarlson@filmfoetus.com>  
To: Michal <michal@joe frank.com>

Thu, Mar 29, 2018 at 1:35 PM

Here are the current updates on the project:

1. MUSIC LICENSING - the music rights have been secured for the songs in the film. The contracts are being drawn up and will be signed and paid for in the near future.
2. TITLE SEARCH - executed and came back clean.
3. COPYRIGHT - Application submitted, received, paid and registered.
4. INSURANCE - The film has an E&O insurance policy through March of 2021.
5. FINANCING - I secured all of the financing for Music Festival Rights, Music Supervisor, Insurance, Title Search, Copyright, Post-Production, DCP Master, Festival Submissions (ongoing.)

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DP Carlson



# EXHIBIT “L”



Film Foetus, Inc.  
 216 Myrtle Street, Winnetka, Illinois 60093  
 Email dpcarlson@filmfoetus.com

August 4, 2019

Michal Story  
 11908 Darlington Ave., #303  
 Los Angeles, CA 90049

Dear Michal:

Here are some updates on the documentary JOE FRANK – SOMEWHERE OUT THERE.

**FILM FESTIVALS:**

This type of exhibition has ended for the film. I attended all of the screenings and the audiences were very receptive to the doc. Many times, audience members were interested in purchasing Joe's radio shows so I directed them to joe frank.com.

**POST PRODUCTION:**

I finalized all of the music licensing contracts and prepared and/or supervised all of the elements for the film's distribution (film, trailer, art, subtitles, closed captioning, metadata, etc.)

**VOD DISTRIBUTION:**

Quiver Digital is working as the aggregator for the film's upcoming video on-demand (VOD) distribution in over 60 countries through Amazon Video, Google Play, iTunes, Microsoft and Vimeo On-Demand. The target street date for this VOD release is 8/23/2019. In the upcoming months, the film will be pitched to Netflix and Hulu for potential acquisition.

If you have any thoughts or suggestions for the film's success, please let me know.

Sincerely,

DP Carlson  
 Producer/Director

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LOS ANGELES, CA 90049

**OFFICIAL USE**

Certified Mail Fee	\$3.50	
Extra Services & Fees (check box, add fee to Postage)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$4.05	

0093  
20

Postmark Here

08/05/2019

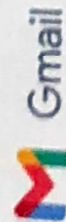
Sent To: MICHAEL STORY  
 Street and Apt. No., or PO Box No.: 11908 Darlington Ave, #303  
 City, State, ZIP+4: CA, CA, 90049

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



# EXHIBIT “M”

Story 8/25/19



DP Carlsson <dpcarlsson@filmfoetus.com>

Can you let me know  
messages

Sun, Aug 25, 2019 at 11:32 AM

Michal Story <story@storyseen.com>  
To: Film Foetus <dpcarlsson@filmfoetus.com>

About the documentary selling (for viewing) on Amazon?  
thanks

Michal Story  
StorySeen.com  
@astoryseen -IG  
310-463-4311 -bt

Sun, Aug 25, 2019 at 11:33 AM

DP Carlsson <dpcarlsson@filmfoetus.com>  
To: Michal Story <story@storyseen.com>

The links are on the homepage: <https://www.joelrankmovie.com/>

[Quoted text hidden]

DP Carlsson

Sun, Aug 25, 2019 at 11:44 AM

Michal Story <story@storyseen.com>  
To: DP Carlsson <dpcarlsson@filmfoetus.com>

I meant from our business standpoint. What are the details of the deal?

[Quoted text hidden]



# EXHIBIT “N”



Film Foetus, Inc.  
 216 Myrtle Street, Winnetka, Illinois 60093  
 Email dpcarlson@filmfoetus.com

September 3, 2019

Michal Story  
 11908 Darlington Ave., #303  
 Los Angeles, CA 90049

Dear Michal:

Regarding the video on-demand with Amazon's Digital Purchase, Digital Rental or Non-Prime Subscription Access License Fees, Amazon pays 50% of the applicable Purchase Price for Titles accessed via Digital Purchase or Digital Rental and 50% of the applicable Purchase Price for Titles accessed via Non-Prime Subscription Access. Amazon will calculate, report and pay the License Fees within ninety (90) days after the completion of a calendar month. Afterwards, the aggregator Quiver requires another 30 days to report and pay.

A uniform suggested retail price for sale and rental was made available to all video on-demand platforms, but Amazon has the sole discretion to determine the retail prices charged for offerings on their service.

Sincerely,

DP Carlson  
 Producer/Director

7018 3090 0000 2214 2377

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 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).

**LOS ANGELES, CA 90049**

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee to postage)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.05

Sent To: MICHAEL STORY  
 Street and Apt. No., or P.O. Box: 11908 Darlington Ave. #303  
 City, State, ZIP+4®: LA CA 90049

0095 11  
 Postmark Here  
 09/03/2019



CERTIFIED MAIL



FILM FOETUS, INC.  
D.P. Carlson  
216 Myrtle Street  
Winnetka, IL 60093



7018 3090 0000 2214 2377

CAROL'S SYSTEM

IL 601



1000



90049

U.S. POSTAGE PAID  
FCM LETTER  
NORTHFIELD, IL  
60093  
SEP 03 '19  
AMOUNT  
**\$4.05**  
R2305M148680-11

*Red office  
9/19*

Michal Starz  
11908 Dav  
Los Angeles  
AK

*2nd notice 9/13/19 a/ll  
PTS 9/25/19*

910 DE 1 0009/27/19  
RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD  
BC: 60093411016 \*0376-05328-03-44

60093>4110  
90049-567278

# EXHIBIT “O”





by Google  
Wed, Sep 11, 2019 at 12:39 PM

DP Carlson <dpcarlson@filmfoetus.com>

## Updates

4 messages

**Michal Story** <story@storyseen.com>

Sat, Sep 7, 2019 at 5:04 PM

To: Film Foetus <dpcarlson@filmfoetus.com>

Dear Dave,

Congratulations on getting the film out to the public via the digital platforms. I know this has been a difficult and challenging project. At last, despite all the ups and downs, this 10+ year journey to complete the film is behind us.

At this point, it would be good to work out a timeline for status updates so that we are both comfortable and on the same page regarding the finances and distribution of the film in accordance with our contract. (The last budget I received was before Joe went into the hospital.)

Please understand that this is not about the money, but rather I make the request as Joe's widow and guardian of his work and estate so that I be properly informed on a regular basis.

It would be good if we could figure out how to easily do the following:

- Provide a complete fiscal status of the film. An updated budget including monies invested by others and an update to your costs still outstanding. (Cost of the film and monies owed.)
- A regularly scheduled report -- maybe every six months -- on distribution (new and standing), income and payments for back production debt and to investors, if any owed. (Basically a report that a producer would expect.)
- A list and links to reviews and further ongoing screenings like festivals or special events; agreements made for personal distribution as the recent one for digital platforms.

I hope we can do this on a business level so that I can satisfactorily stay informed without having to ask.

Best regards,  
Michal

--  
**Michal Story**  
StorySeen.com  
@astoryseen -IG  
310-463-4311 -txt

**Michal Story** <story@storyseen.com>

Wed, Sep 11, 2019 at 12:39 PM

To: Film Foetus <dpcarlson@filmfoetus.com>

?

(in case you were out of town and didn't see?)

# EXHIBIT “P”



216 M

September 09, 2019

Michal Story  
11908 Darlington Ave., #  
Los Angeles, CA 90049

Dear Michal:

I received your email from 9/7/19.

Per our Production Agreement, I will continue to keep you informed as I have done about the film's progress and will contact you when any new distribution or exhibition occurs over the film's lifetime. Reviews and features about the film are always available at <https://www.joefrankmovie.com/press>.

**Video on-demand (VOD) Distribution**

Included with this letter is the Master Service Agreement from Quiver. Quiver is the film's aggregator for the following platforms: iTunes, Amazon, Microsoft and Google Play. Also included is the Vimeo On Demand Terms.

The time it takes a retailer/platform to remit a royalty payment to Quiver depends on how the retailer structures their sales period. Retailers generally have monthly or quarterly sales periods. For the Quiver related platforms, when a sales period ends retailers take approximately 30 days to do their accounting and remit sales proceeds to Quiver. In turn, Quiver requires approximately 30 days for their own accounting before disbursing the royalty payment - though Quiver will generally pay ahead of this 30-day period. For Amazon and potential platforms like Netflix or Hulu it is 4-6 months before sales proceeds are available. For Vimeo On Demand the sales proceeds are available 30 days after a month's end. Both Quiver and Vimeo provide revenue reports when funds become available.

**Fiscal Status**

Included with this letter is the current Budget dated 9/9/2019 for the film. In this document you will see that my company to date has spent \$142,838.79 on the Post-Production costs for the film. Per our Production Agreement, these Production hard costs will be reimbursed to Film Foetus, Inc. before any Gross Receipts are distributed.

Regarding the film's fiscal status, revised budgets, and any income from distribution, I will contact you no later than 10 business days after December 1st and June 1st of each calendar year and provide a report.

Sincerely,

DP Carlson  
Producer/Director

**COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MICHAL STORY  
11908 DARLINGTON AVE #303  
Los Angeles, CA 90049

2. Article Number (Transfer from service label)  
7018 3090 0000 2211 6361

3. Service Type  
 Adult Signature  
 Adult Signature Restricted Delivery  
 Certified Mail®  
 Certified Mail Restricted Delivery  
 Collect on Delivery  
 Collect on Delivery Restricted Delivery  
 Restricted Delivery

Priority Mail Express®  
Registered Mail™  
Registered Mail Restricted Delivery  
Return Receipt for Merchandise  
Signature Confirmation™  
Signature Confirmation Restricted Delivery

COMPLET THIS SECTION ON DELIVERY

A. Signature  
X Michal Story  Agent  Addressee

B. Received by (Printed Name)

C. Date of Delivery  
9/13/19

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

LOS ANGELES, CA 90049

**OFFICIAL USE**

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, each fee is approximate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$1.60
<b>Total Postage and Fees</b>	<b>\$7.90</b>

Sent To

Street and Apt. No., or PO Box No.

0093 02

Postmark Here

09/10/2019



PRODUCTION (SHOOTING)					
CREW	DAYS	RATE	ESTIMATED	ACTUAL	FF FUNDED
Producer (Pre & Post)	20	500.00	10,000.00	0.00	0.00
Director/Camera	22	900.00	19,800.00	0.00	0.00
Associate Producer	20	400.00	8,000.00	0.00	0.00
Camera Operator	24	600.00	14,400.00	0.00	0.00
Sound Engineer	3	400.00	1,200.00	0.00	0.00
Grip	1	350.00	350.00	0.00	0.00
Production Assistant	2	200.00	400.00	0.00	0.00
<b>EQUIPMENT RENTAL</b>					
HD Camera Package	31	400.00	12,400.00	1,881.00	1,881.00
DSLR Camera Package	6	500.00	3,000.00	1,040.00	1,040.00
Sound Rental	31	75.00	2,325.00	0.00	0.00
Lighting Rental	22	75.00	1,650.00	0.00	0.00
Grip Rentals (Cart)			92.00	92.00	92.00
<b>TRAVEL</b>					
Airfare			2,500.00	504.25	504.25
Baggage Fees			815.00	815.00	815.00
Hotel			2,719.61	2,719.61	2,719.61
Hotel ,(Joe Frank/Story EXPENSE)			400.00	400.00	0.00
Hotel NYC, Hotel & Airfare, (Weber)			2,000.00	2,000.00	0.00
Car Rental			565.14	565.14	565.14
Crew Meals			1,000.00	1,027.37	1,027.37
Cabs, Parking, Gas, Tolls			534.42	534.42	534.42
<b>FEES</b>					
Materials			113.32	113.32	113.32
Location Fees			780.00	780.00	780.00
Postage			369.39	369.36	369.36
Office Supply			200.00	200.00	200.00
<b>PRODUCTION TOTAL (SHOOTING):</b>			<b>\$85,613.88</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>

*Normal Cost if Crew Had Been Paid      Actual Cost of Production Shoot      Film Foetus Cash Funded In-Kind*



POST-PRODUCTION	DAYS	RATE	ESTIMATED	ACTUAL	FF FUNDED	REMAINING
<b>EDITORIAL</b>						
Graphics Package (Kobeluch)	FLAT	3,000.00	3,000.00	200.00	200.00	0.00
Hard Drives, Safe Harbor			1,198.00	1,198.00	1,198.00	0.00
Materials - Back-Up Drive		61.44	61.44	61.44	61.44	0.00
Meals			655.73	655.73	655.75	0.00
Off-Line Editing/Transfer & Log	2 week	5,000.00	10,000.00	0.00	0.00	0.00
Off-Line Editor w System	6 weeks	5,000.00	30,000.00	0.00	0.00	0.00
On Line Supervision	5 weeks	2,000.00	10,000.00	0.00	0.00	0.00
On-Line Editor w System (Patay Post)	3 weeks	4,000.00	15,000.00	12,000.00	12,000.00	0.00
OnLine/ Color Correction (Patay Post)	2 weeks	5,000.00	10,000.00	8,000.00	8,000.00	0.00
Sound Mix_Final (Staley)	1 week	5,000.00	5,000.00	2,000.00	2,000.00	0.00
<b>STOCK FOOTAGE &amp; PHOTOS</b>						
Archival PIX: Goldstein		1	500.00	500.00	500.00	0.00
Archival PIX: Laufer & DiaPaolo		2	800.00	1,600.00	1,600.00	0.00
Archival PIX: Other		1	75.00	75.00	75.00	0.00
Archival PIX: Raimi, Henry, Morgenst.		3	250.00	750.00	750.00	0.00
STOCK: Dissolve (thru 05/2016)			160.00	160.00	160.00	0.00
STOCK: Pond5 (thru 05/2019)			7,667.16	7,667.16	7,667.16	0.00
STOCK: Shutterstock			295.00	295.00	295.00	0.00
STOCK: Video Blocks (thru 6/29/18)			841.00	841.00	841.00	0.00
<b>MUSIC LICENSING</b>						
Music Clearance: Jack Kornfield			250.00	250.00	250.00	0.00
Music Clearances, (All Media, 5/16/19)			61,983.45	61,983.45	61,983.45	0.00
Music Clearances, (Buyout, 5/16/19)			9,000.00	7,000.00	7,000.00	2,000.00
Music Clearances, (Festival, 5/16/19)			15,183.66	15,183.66	15,183.66	0.00
Music Supervisor, Rights Wkshp			15,550.00	15,550.00	15,550.00	0.00
<b>MASTERING/DELIVERY</b>						
Blu Ray Authoring/Replc. (1K author)	1000	5.25	5,250.00	5,250.00	0.00	5,250.00
Closed Captions (Rev.com)			85.00	85.00	85.00	0.00
DCP Creations & CRU Drives		500.00	500.00	500.00	500.00	0.00
Digital Cinema Package (Chicago HD)			3,462.50	3,462.50	3,462.50	0.00
DVD Authoring/Replication (1K author)	500	4.00	2,000.00	2,000.00	0.00	2,000.00
Facility Rental, Chicago Filmmakers	1	150.00	150.00	150.00	150.00	0.00
Postage/Delivery_Edit/Fests/Callif			713.79	713.79	713.79	0.00
<b>MARKETING</b>						
Advertising Facebook, NFNy, ETC			499.67	499.67	499.67	0.00
Festival Submissions (REV 9/9/19)			3,394.14	3,394.14	3,394.14	0.00
Parking & Transportation			200.00	188.85	188.85	0.00
Postage USPS (REV 9/9/19)			1,272.14	1,272.14	1,272.14	200.00
Printing Fed Ex Office/Kinkos			138.64	138.64	138.64	0.00
Shipping Box, Tube, Tape (Indiegogo)			192.18	192.18	192.18	0.00
Shipping Mailers (Indiegogo)			26.99	26.99	26.99	0.00
T-Shirts (Indiegogo)			1,531.40	1,531.40	1,531.40	0.00
Theatre Rental (CUFF-Davis)			1,894.00	1,894.00	1,894.00	0.00
Tickets, Cast & Crew			1,006.05	1,006.05	1,006.05	0.00
Uprinting, One Sheet Poster (Indiegogo)	400	1.98	794.31	794.31	794.31	0.00
Uprinting, Postcards (Indiegogo)	1500	0.31	463.33	463.33	468.33	0.00
Uprinting, Posters - small (Indiegogo)	200	1.39	279.33	279.33	279.33	0.00
Website Development & Renewals			1,000.00	507.96	507.96	492.04

<b>PROFESSIONAL SERVICES</b>						
Accounting, JF LLC, Annual (REV '18)	10 yrs	375.00	3,750.00	560.50	560.50	3,189.50
Bank Fees/Wires (REV 08/2019)			990.00	990.00	990.00	1,680.00
E&O Insurance (HUB, <b>Currently 3 yrs</b> )	10 yrs	1,082.25	10,822.50	3,250.00	3,250.00	7,572.50
Legal: Fair Use, Donaldson+Callif			5,000.00	5,000.00	5,000.00	0.00
Legal: LLC Setup (Leavans)			695.10	695.10	695.10	0.00
Legal: Loan Mandell Menkes			1,209.50	1,209.50	1,209.50	0.00
Legal: IL Sec State Filings (Leavans)	10 yrs	375.00	3,750.00	375.00	375.00	3,375.00
Producer: Licensing/Distr/Exhibition	90 Days	500.00	45,000.00	0.00	0.00	0.00
Publicist: Sitli Sidelines			500.00	500.00	500.00	0.00
Sales Consultant/Agent (Stacey Parks)			3,500.00	3,500.00	3,500.00	0.00
Taxes (Estimated)	10 yrs	500.00	5,000.00	5,000.00	0.00	5,000.00
Title Clearance (Clearance Unlimited)			375.00	375.00	375.00	0.00
<b>POST PRODUCTION SUB-TOTAL</b>			<b>\$302,916.01</b>	<b>\$181,775.82</b>	<b>\$169,530.84</b>	<b>\$30,759.04</b>
<b>Indiegogo Crowdfund DEDUCTION</b>					<b>\$20,625.43</b>	
<b>Post Crowd. DEDUCTION (8-23-19)</b>					<b>\$6,066.62</b>	
<b>POST-PRODUCTION TOTAL</b>			<b>\$302,916.01</b>	<b>\$181,775.82</b>	<b>\$142,838.79</b>	<b>\$30,759.04</b>
<b>PRODUCTION TOTAL</b>			<b>\$85,613.88</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>	
<b>PRODUCTION &amp; POST SUBTOTAL</b>			<b>\$388,529.89</b>	<b>\$194,817.29</b>	<b>\$153,480.26</b>	<b>\$30,759.04</b>
<b>Contingency (15%)</b>						\$4,613.86
<b>GRAND TOTAL</b>			<b>\$423,902.79</b>	<b>\$194,817.29</b>	<b>\$142,838.79</b>	<b>\$35,372.90</b>

*Estimated Budget Value of the Film*    
 *Actual Current Budget*    
 *Film Foetus Funded to Date*    
 *Estimated Future Costs*  
 REV 9/9/2019     REV 9/9/2019     REV 9/9/2019     REV 9/9/2019  
 REV 9/9/2019



# EXHIBIT “Q”



Film Foetus, Inc.  
 216 Myrtle Street, Winnetka, Illinois 60093  
 Email dpcarlson@filmfoetus.com

September 23, 2019

Michal Story  
 11908 Darlington Ave., #303  
 Los Angeles, CA 90049

Dear Michal:

Enclosed is the invoice for the order with Quiver.

I received your email from 9/14/19 about wanting an electronic copy of the 'financial spreadsheet'. I'm taking this to mean the Budget (revised 9/9/2019) that I mailed you a hard copy of in my 9/9/19 correspondence? If so, you have a copy of this. There is no electronic version available. It is my preference to mail you everything certified as a hard copy.

Per our Production Agreement, I will continue to keep you informed as I have done about the film's progress and will contact you when any new distribution or exhibition occurs over the film's lifetime.

Regarding the film's fiscal status, revised budgets, and any income from distribution, I will contact you no later than 10 business days after December 1<sup>st</sup> and June 1<sup>st</sup> of each calendar year and provide a report. Right now, there is no income to report on the film.

Sincerely,

DP Carlson  
 Producer/Director

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

LOS ANGELES, CA 90049

**OFFICIAL USE**

Certified Mail Fee	\$3.50	
Postage	\$0.55	
<b>Total Postage and Fees</b>	<b>\$6.85</b>	

Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postmark Here  
 0093  
 20  
 09/23/2019

Sent To  
 Street and Apt. No., or PO Box No.  
 City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions





Film Foetus, Inc.  
 216 Myrtle Street, Winnetka, Illinois 60093  
 Email: dqcarlson@filmfoetus.com

September 23, 2019

Michael Story

1908 Darlington Ave., #303  
 Los Angeles, CA 90049

Order: 149123 Price: \$3710.00



Retailers



Territories



Languages



Metadata



Files

Order Status

Order Completed

Metadata Completed

Files Completed

Quiver Status Completed

Quiver Contract

Contract accepted by D.P. Carlson 1/25/2019 01:00:00 PM

Order Review

Description	Qty	Price
Base Package Includes - 1 Title, 1 Retailer, and 1 Language		\$6,115.00
<b>REQUIRED</b>	<b>74</b>	
• Open Retailers	4	\$675.00
• Curated Retailers	2	\$300.00
• Territory	61	\$0.00
• Videos	3	\$50.00
• Closed Captions and Subtitles	2	\$1,115.00
• Artwork	2	\$0.00
<b>OPTIONAL</b>	<b>1</b>	
• Subtitles	1	\$100.00

Total: \$3710.00

9  
6

# EXHIBIT “R”





Film Foetus, Inc.  
 216 Myrtle Street, Winnetka, Illinois 60093  
 Email dpcarlson@filmfoetus.com

December 02, 2019

Michal Story  
 11908 Darlington Ave., #303  
 Los Angeles, CA 90049  
 storyseen@gmail.com

USPS TRACKING

9505 5130 0338 9336 3038 45

Delivered 12/14/19  
 1:15pm

FILM UPDATE 12-02-2019, Sales Report

Dear Michal:

Per our Production Agreement, I will continue to keep you informed as I have done about the film's progress and will contact you when any new distribution or exhibition opportunities occur over the film's distribution lifetime and submit Sales Reports in June and December of each year.

Included in this letter is a CD with several pieces of documentation you have requested through your lawyer. They are all basic PDF, Word and Excel files.

Budget JF\_10-28-2019

BUDGET-Receipts

COPYRIGHT

INSURANCE

JOE FRANK, LLC

SALES STATEMENTS (THRU 11/26)

As always, if you have any questions about any of the documentation or details included here you are welcome to contact me directly, and I will get back to you within 10 business days. As I have mentioned in the past, many of my important correspondences related to updates on the film over the past 2 years have gone unanswered by you, which is why I have suggested and preferred that hard copies of documents be made available to you, and sent to your address with tracking or registered mail. This way, I can be assured on my end that you have received and reviewed my correspondences and that there is no miscommunication about anything related to the business of the film. If you choose to write or email me, please be as clear as possible with your questions or requests. If you are requesting some information from me, please include a 'why' statement so I fully understand the context of your question or request. This will help me with my response.

Following up from my 9/9/19 letter, you'll find enclosed Sales Statements. There are only 2 vendors who report sales:

1. Vimeo
2. Quiver (Amazon, Microsoft, Google Play, iTunes)

For Vimeo, their complete sales disbursements through 11/26/2019 is \$221.94. For Quiver, their sales disbursements through 11/02/2019 is \$226.26. As I discussed in letters from 9/3 and 9/9/19 the sales periods differ on each individual platform so their reporting does not come in at the same time. I have included a Sales Report and support documentation. Regarding the



film's ongoing income from distribution, I will contact you no later than 10 business days after December 1<sup>st</sup> and June 1<sup>st</sup> of each calendar year and provide an updated Sales Report.

At this point, I think that it is important to note that we should manage our expectations for potential sales with this film. In distribution circles, this film falls into what is defined as a "niche documentary" which means that it has a limited audience appeal and does not interest large distributors or wide audiences.

You'll notice on the "Festival Submissions REPORT" that I tried to improve the film's exposure by submitting it to scores of festivals including industry favorites (SXSW, Full Frame, Tribeca, Hot Docs, AFI, Slamdance) but the film either did not generate any high profile festival acceptance or direct interest from serious distributors. Current distribution history shows that (even hot) indy films that are picked up for distribution deals are given little or more often no advance money, contain 25% distributor fees for every type of sale, and incur thousands of dollars in distribution expenses that are reimbursed to the distributor before any profits are seen.

If you haven't researched distribution models already, I would encourage you to read the many articles available online or speak to any of your industry contacts who may know from producing experience about this type of independent film distribution – specifically indy films like this that contain many thousands of dollars in music licensing fees. The fact that I was able to secure these imposing music licensing fees through my efforts and expense is a testament to my commitment to finishing this film and getting it out into the public. There are many indy films that never see the light of day because the producers cannot pay for music licensing – and no distributor wants to invest in that debt – they want the film delivered 'clean'.

Regarding the leftover Crowdfunding campaign for the film (which was designed to offset music licensing/finishing costs and fell well short of its goals as described in previous correspondences) I believe it has run its course as documented in my previous budgets and fully detailed in the financials I have sent to you. With that in mind, I will remove this Crowdfunding page from the film's website to help clear up any confusion or mischaracterizations you may have had about its intent. As I've stated already, it was never designed to be "exploitive" or a "gross receipt" and I believed that the website's content was quite obvious about its intent. If there were any concerns or confusion on your end, I wish you would have reached out to me earlier for clarification.

As you may have read in my updates over the past two years, since the film's festival release, I have generated interest in the film through its website, collaborators, crowdfunding, social media, press releases, and minor advertising on Facebook. I will continue to generate interest in the film through social media when I feel it is appropriate and have the time to do so. If you wish for the film to find a larger audience, you are always welcome to post links related to the film's VOD release on joe frank.com or on any form of social media where Joe Frank's audience might be interested in the project.

Included in this correspondence is a DVD-R screener copy of the film (without a window burn) created by me specifically for your viewing/files and should not be duplicated or replicated. Also, please understand that a DVD and/or BluRay release of the film has not been done, and until there is financing in place or a deal made for that type of distribution, I will not invest the time to author or the expense to manufacture that type of release.

Sincerely,

DP Carlson  
Producer/Director



...ing income from distribution... will be distributed... after the 90-day period...  
...ber 1st and June 1st of each calendar year and provide an updated Sales Report.

At this point, I think that it is important to note that we should manage our expectations for potential sales with this film. In distribution circles, this film falls into the category of a "niche documentary" which means that it has a limited audience appeal and does not attract large distributors or wide audiences.

You'll notice on the "Festival Submissions REF-ORT" that I tried to improve the film's exposure by submitting it to scores of festivals including industry festivals like Full Frame, TheDoc, Hot Docs, AFI, Slamdance) but the film either did not get selected for the festival (even not) or direct interest from serious distributors. While distributors are giving us money in advance money, contain 25% distributor fees for every copy sold and thousands of dollars in distribution expenses that are reimbursed to the distributor before any profits are seen.

If you haven't researched distribution models already, I would encourage you to read the many articles available online or speak to any of your industry contacts who may know from producing experience about this type of independent film distribution. The key is to secure a commitment to finishing this film and getting it out into the public. There are many indie films that never see the light of day because the producers cannot pay for music licensing -- and no distributor wants to invest in that debt -- they want the film delivered "clean".

Regarding the leftover Crowdfunder campaign for the film (which was designed to offset music licensing/finishing costs and fell well short of its goals as described in previous correspondence) I believe it has run its course as documented in my previous budgets and fully detailed in the financials I've sent to you. With that in mind, I will remove this Crowdfunder page from the film's website to help clear up any confusion or mischaracterizations you may have had about its intent. It was never designed to be "exploitive" or a "gross receipt" and I'm glad that the content was as clear as possible. If there were any concerns about your end, I wish you would have reached out to me earlier for clarification.

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Included in this correspondence is a DVD-R each (one copy (without a window burn) created by me specifically for your viewing files and should not be duplicated or replicated. Also, please understand that a DVD and/or Blu-ray release of the film has not been done, and until there is financing in place or a deal made for that type of distribution, I will not invest the time to author or the expense to manufacture that type of release.

Sincerely,

DP Carlson  
Producer/Director

JF.DOC

12/11/19

DVD.R

to Michael

Joe Frank Delimables  
12-2-19

CD

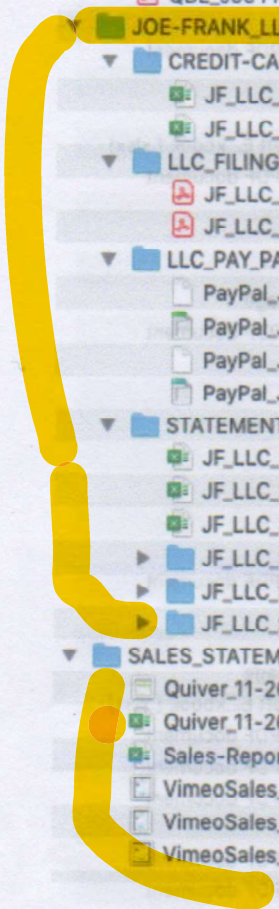
DOCS







▶ BUDGET Receipts	Folder
▼ COPYRIGHT	Folder
▶ Copyright_Pg1.pdf	Adobe PDF document
▶ Copyright_Pg2.pdf	Adobe PDF document
▼ INSURANCE	Folder
▶ QBE_Joe Frank Movie, LLC "Joe Frank - Somewhere Out There"-QBE Binder.pdf	Adobe PDF document
▼ JOE-FRANK_LLC	Folder
▼ CREDIT-CARD_REPORTS	Folder
▶ JF_LLC_REPORT_Chase-CC_2018.xlsx	Microsoft E...kbook (.xlsx)
▶ JF_LLC_REPORT_Chase-CC_2019.xlsx	Microsoft E...kbook (.xlsx)
▼ LLC_FILING	Folder
▶ JF_LLC_Articles.pdf	Adobe PDF document
▶ JF_LLC_Filing_IL-Sec-St.pdf	Adobe PDF document
▼ LLC_PAY_PAL	Folder
▶ PayPal_JoeFrank_2018.CSV	comma-separated values
▶ PayPal_JoeFrank_2018.xls	Microsoft E...rkbook (.xls)
▶ PayPal_JoeFrank_2019.CSV	comma-separated values
▶ PayPal_JoeFrank_2019.xls	Microsoft E...rkbook (.xls)
▼ STATEMENTS	Folder
▶ JF_LLC_STATEMENT_11-2019.xlsx	Microsoft E...kbook (.xlsx)
▶ JF_LLC_STATEMENT_2017.xlsx	Microsoft E...kbook (.xlsx)
▶ JF_LLC_STATEMENT_2018.xlsx	Microsoft E...kbook (.xlsx)
▶ JF_LLC_STATEMENTS_2017	Folder
▶ JF_LLC_STATEMENTS_2018	Folder
▶ JF_LLC_STATEMENTS_2019	Folder
▼ SALES_STATEMENTS	Folder
▶ Quiver_11-26-2019	PNG image
▶ Quiver_11-26-2019	Microsoft E...kbook (.xlsx)
▶ Sales-Report_Ongoing.xlsx	Microsoft E...kbook (.xlsx)
▶ VimeoSales_08-2019	PNG image
▶ VimeoSales_09-2019	PNG image
▶ VimeoSales_10-2019	PNG image



# EXHIBIT “S”





Film Foetus, Inc.  
 216 Myrtle Street, Winnetka, Illinois 60093  
 Email dpcarlson@filmfoetus.com

December 01, 2020

Michal Story  
 11908 Darlington Ave., #303  
 Los Angeles, CA 90049  
 storyseen@gmail.com

*Marius 12/1/2020  
 TRAVELING  
 # 9505 5130 0336 4358 73  
 (4358)*

RE: Sales Report & Film Update\_12-01-2020

Dear Michal:

Enclosed are documents related to the bi-annual Sales Report for the documentary JOE FRANK-SOMEWHERE OUT THERE.

As before, there are only 2 vendors who report VOD sales:

1. Vimeo (via PayPal)
2. Quiver (Amazon, Microsoft, Google Play, iTunes)

*Delivered 12/18/20  
 1:23pm  
 in AA Mailbox*

The Budget has been updated and is included here along with receipts on the CD-R. There have been very few expenditures during this 6-month time frame – only a postal receipt, website renewal fees, and charges related to the Annual Filing with the State. As always, if you have any questions please let me know.

Included in this letter is a CD-R (JF\_SOT\_Update\_12012020) with budget receipts, documents related to VOD reporting, and bank statements for Joe Frank Movie, LLC. These electronic documents are all basic PDF, PNG and Excel files that have been checked, duplicated and evaluated on this CD-R. If you have any problems with this CD-R, please return it to me via USPS with Delivery Confirmation. Here is an exact image of the CD-R contents:

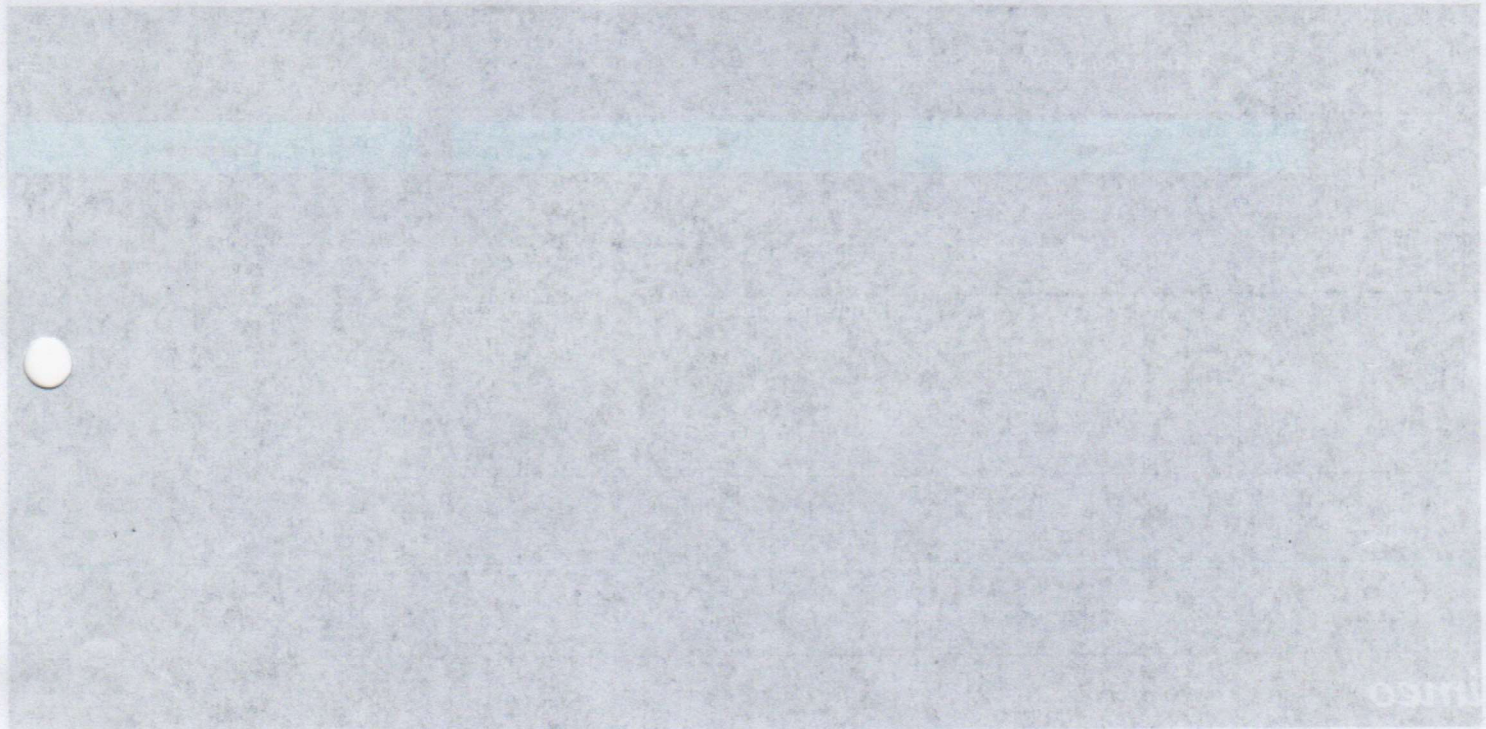
Name	Date Modified	Size	Kind
JF_SOT_Update_12012020 (22 items)			
▼ JF_SOT_Update_12012020	Today at 1:14 PM	--	Folder
▼ BankStatements_June-Nov_2020	Today at 10:52 AM	--	Folder
20200630-statements-3831-.pdf	Today at 10:51 AM	82 KB	PDF Document
20200731-statements-3831-.pdf	Today at 10:51 AM	86 KB	PDF Document
20200831-statements-3831-.pdf	Today at 10:51 AM	81 KB	PDF Document
20200930-statements-3831-.pdf	Today at 10:50 AM	96 KB	PDF Document
20201030-statements-3831-.pdf	Today at 10:50 AM	81 KB	PDF Document
20201130-statements-3831-.pdf	Today at 10:50 AM	79 KB	PDF Document
▼ Budget_NEW_Receipts_12-01-2020	Today at 2:06 PM	--	Folder
34_Postage_Story_6-12-20.pdf	Today at 1:13 PM	126 KB	PDF Document
44_RegisterWeb_8-252020	Today at 1:21 PM	106 KB	PNG image
44_RegisterWeb_9-10-2020	Today at 1:22 PM	97 KB	PNG image
51_IL_SecState_Annual_Filing.pdf	Today at 12:29 PM	1.1 MB	PDF Document
51_Menkes_INV1.pdf	Today at 12:31 PM	895 KB	PDF Document
51_Menkes_INV2.pdf	Today at 12:32 PM	882 KB	PDF Document
Budget_JF_12_01_2020.xlsx	Today at 2:06 PM	782 KB	Numbers
▼ SalesReports_12-01-2020	Today at 10:46 AM	--	Folder
QUIVER_9684_ActualRe...Details_12-01-2020.xlsx	Today at 9:55 AM	13 KB	Micros...k (.xlsx)
Quiver_thru_11-19-2020.pdf	Today at 10:31 AM	6.9 MB	PDF Document
Sales_Report_Ongoing.xlsx	Today at 10:43 AM	1.1 KB	Micros...k (.xlsx)
Vimeo_Sales_THRU_12-01-2020.pdf	Today at 10:40 AM	1.6 MB	PDF Document
Vimeo-PayPalTransHist...June26-Dec1_2020.PDF	Today at 8:59 AM	90 KB	PDF Document



I will continue to generate interest in the film through social media when it is appropriate to do so. If you wish for the film to find a larger audience, you are always welcome to post links related to the film's VOD release on [joe frank.com](http://joe frank.com) or on any form of social media where Joe Frank's audience might be interested in the project.

Sincerely,

DP Carlson  
Producer/Director





I will continue to generate interest in the film through social media when it is appropriate to do so. If you wish for the film to find a larger audience, you are always welcome to post links related to the film's VOD release on Joorank.com or any form of social media where Joe Frank's audience might be interested in the project.

Sincerely,

DP Carlson  
Producer/Director

View stats: All Time: Aug 4, 2019 - Dec 1, 2020

Sales		Gross revenue		Countries	
USD sales	66	Buy	\$324.14	United States	57
EUR sales	11	Rent	\$287.91	Australia	6
AUD sales	6	Total gross revenue	\$612.05	Netherlands	4
CAD sales	4			Germany	4
GBP sales	4			United Kingdom	4
Total sales	94			Total countries	18

Views: 94    Revenue: \$612.05    Likes: 1    Plays: 397    Comments: 6    Shares: 3



# Transaction History

June 26, 2020 through December 01, 2020



Joe Frank Movie, LLC  
info@joe frankmovie.com

Date	Description	Status	Currency	Gross	Fee	Net
06/26/2020	Mass Pay Payment: Vimeo, Inc. ID: 9YS1972227876600H	Completed	USD	21.65	0.00	21.65
06/26/2020	General Withdrawal ID: 0EW8424017098823F	Completed	USD	-21.65	0.00	-21.65
07/29/2020	Mass Pay Payment: Vimeo, Inc. ID: 19C51828PC410911W	Completed	USD	10.25	0.00	10.25
08/27/2020	Mass Pay Payment: Vimeo, Inc. ID: 4RV22443GP973714P	Completed	USD	20.10	0.00	20.10
09/09/2020	General Withdrawal ID: 65T18399RT790051J	Completed	USD	-30.35	0.00	-30.35
09/29/2020	Mass Pay Payment: Vimeo, Inc. ID: 17P660792L982935E	Completed	USD	36.55	0.00	36.55
10/28/2020	Mass Pay Payment: Vimeo, Inc. ID: 9AR01461HB481980L	Completed	USD	13.90	0.00	13.90
11/23/2020	Mass Pay Payment: Vimeo, Inc. ID: 66Y91806WE753971R	Completed	USD	28.00	0.00	28.00



For more information about Quiver Finances, [click here](#).

## Film Foetus, Inc. Financial Reporting - Payments

From January 2016 Only

<b>Total Earned</b> <b>\$2,734.70</b>	<b>Total Net Paid</b> <b>\$2,711.30</b>	<b>Total Deductions</b> <b>\$0.00</b>	<b>Total Outstanding</b> <b>\$23.40</b>	<b>Total Titles</b> <b>1</b> Avg. Earnings/Title <b>\$2,734.70</b>
--	--	--	--	---

Payments received in 2020

Build Report

Transaction Date	Description	Transactions/Minutes	Type	Gross Amount	Balance
11/19/2020	20201115 TransactionId # 637414245071030454	1	Payment	(\$141.61)	\$0.00
11/07/2020	Amazon Direct Jun 2020	19	Revenue	\$59.50	\$141.61
11/07/2020	Google Play Jun 2020	7	Revenue	\$30.76	\$82.11
11/07/2020	iTunes Aug 2020	9	Revenue	\$51.35	\$51.35
10/14/2020	PD 20201005 TransactionId # 637382498978647064	1	Payment	(\$150.15)	\$0.00
10/02/2020	iTunes Jul 2020	3	Revenue	\$27.30	\$150.15
09/29/2020	Amazon Direct May 2020	39	Revenue	\$122.85	\$122.85
09/05/2020	PD 20200902 TransactionId # 637349284979721806	1	Payment	(\$140.93)	\$0.00
08/31/2020	Amazon Direct Apr 2020	36	Revenue	\$117.22	\$140.93
08/21/2020	iTunes Jun 2020	4	Revenue	\$23.71	\$23.71
08/14/2020	PD 20200731 TransactionId # 637330395064911592	1	Payment	(\$100.09)	\$0.00
07/30/2020	Google Play May 2020	11	Revenue	\$46.00	\$100.09
07/30/2020	Amazon Direct Mar 2020	17	Revenue	\$54.09	\$54.09
07/02/2020	PD 20200630 TransactionId # 637292492025794422	1	Payment	(\$225.54)	\$0.00
06/30/2020	iTunes May 2020	8	Revenue	\$40.31	\$225.54
06/30/2020	Amazon Direct Feb 2020	36	Revenue	\$127.10	\$185.23
06/30/2020	iTunes Apr 2020	9	Revenue	\$38.23	\$58.13
06/30/2020	Google Play Apr 2020	5	Revenue	\$19.90	\$19.90
06/17/2020	PD20200531 TransactionId # 637279500769387576	1	Payment	(\$153.04)	\$0.00
06/01/2020	Google Play Mar 2020	4	Revenue	\$20.00	\$153.04
05/29/2020	Amazon Direct Jan 2020	26	Revenue	\$102.00	\$133.04
05/28/2020	Microsoft Mar 2020	1	Revenue	\$12.97	\$31.04
05/28/2020	iTunes Mar 2020	4	Revenue	\$18.07	\$18.07
05/07/2020	PD 20200501 TransactionId # 637244074502379785	1	Payment	(\$344.82)	\$0.00
05/01/2020	iTunes Feb 2020	7	Revenue	\$37.54	\$344.82
05/01/2020	Microsoft Jan 2020	1	Revenue	\$12.97	\$307.28
05/01/2020	Amazon Direct Dec 2019	37	Revenue	\$132.06	\$294.31
05/01/2020	Amazon Direct Nov 2019	31	Revenue	\$70.29	\$162.25
04/30/2020	Google Play Feb 2020	16	Revenue	\$91.96	\$91.96



PRODUCTION (SHOOTING)					
CREW	DAYS	RATE	ESTIMATED	ACTUAL	FF FUNDED
Producer (Pre & Post)	20	500.00	10,000.00	0.00	0.00
Director/Camera	22	900.00	19,800.00	0.00	0.00
Associate Producer	20	400.00	8,000.00	0.00	0.00
Camera Operator	24	600.00	14,400.00	0.00	0.00
Sound Engineer	3	400.00	1,200.00	0.00	0.00
Grip	1	350.00	350.00	0.00	0.00
Production Assistant	2	200.00	400.00	0.00	0.00
EQUIPMENT RENTAL					
HD Camera Package	31	400.00	12,400.00	1,881.00	1,881.00
DSLR Camera Package	6	500.00	3,000.00	1,040.00	1,040.00
Sound Rental	31	75.00	2,325.00	0.00	0.00
Lighting Rental	22	75.00	1,650.00	0.00	0.00
Grip Rentals (Cart)			92.00	92.00	92.00
TRAVEL					
Airfare			2,500.00	504.25	504.25
Baggage Fees			815.00	815.00	815.00
Hotel			2,719.61	2,719.61	2,719.61
Hotel ,(Joe Frank/Story EXPENSE)			400.00	400.00	0.00
Hotel NYC, Hotel & Airfare (Mike Weber)			2,000.00	2,000.00	0.00
Car Rental			565.14	565.14	565.14
Crew Meals			1,000.00	1,027.37	1,027.37
Cabs, Parking, Gas, Tolls			534.42	534.42	534.42
FEES					
Materials			113.32	113.32	113.32
Location Fees			780.00	780.00	780.00
Postage			369.39	369.36	369.36
Office Supply			200.00	200.00	200.00
<b>PRODUCTION TOTAL (SHOOTING):</b>			<b>\$85,613.88</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>
			<i>Normal Cost if Crew Had Been Paid</i>	<i>Actual Cost of Production Shoot</i>	<i>Film Foetus Cash Funded In-Kind</i>



	POST-PRODUCTION	DAYS	RATE	ESTIMATED	ACTUAL	FF FUNDED	REMAINING
<b>EDITORIAL</b>							
1	Graphics Package (Kobeluch)	FLAT	3,000.00	3,000.00	200.00	200.00	0.00
2	Hard Drives, Safe Harbor			1,198.00	1,198.00	1,198.00	0.00
3	Materials BackUpDrive BestBuy 3/4/18		61.44	61.44	61.44	61.44	0.00
4	Meals			573.73	573.73	573.73	0.00
5	Off-Line Editing/Transfer & Log	2 week	5,000.00	10,000.00	0.00	0.00	0.00
5	Off-Line Editor w System	6 weeks	5,000.00	30,000.00	0.00	0.00	0.00
7	On Line Supervision	5 weeks	2,000.00	10,000.00	0.00	0.00	0.00
8	On-Line Editor w System (Patay Post)	3 weeks	4,000.00	15,000.00	12,000.00	12,000.00	0.00
9	OnLine/ Color Correction (Patay Post)	2 weeks	5,000.00	10,000.00	8,000.00	8,000.00	0.00
10	Sound Mix Final (Staley)	1 week	5,000.00	5,000.00	2,000.00	2,000.00	0.00
<b>STOCK FOOTAGE &amp; PHOTOS</b>							
11	Archival PIX: Goldstein		1	500.00	500.00	500.00	0.00
12	Archival PIX: Laufer & DiaPaolo		2	800.00	1,600.00	1,600.00	0.00
13	Archival PIX: Other		1	75.00	75.00	75.00	0.00
14	Archival PIX: Raimi, Henry,Morgenst.		3	250.00	750.00	750.00	0.00
15	STOCK: Dissolve			160.00	160.00	160.00	0.00
16	STOCK: Pond5 (thru 05/2019)			7,667.16	7,667.16	7,667.16	0.00
17	STOCK: Shutterstock			295.00	295.00	295.00	0.00
18	STOCK: Video Blocks			841.00	841.00	841.00	0.00
<b>MUSIC LICENSING</b>							
19	Music Clearance: Jack Kornfield			250.00	250.00	250.00	0.00
20	Music Clearances, (All Media, 5/16/19)			61,983.45	61,983.45	61,983.45	0.00
21	Music Clearances, (Buyout, 5/16/19)			9,000.00	7,000.00	7,000.00	2,000.00
22	Music Clearances, (Festival, 5/16/19)			15,371.16	15,371.16	15,371.16	0.00
23	Music Supervisor, Rights Wkshp			15,550.00	15,550.00	15,550.00	0.00
<b>MASTERING/DELIVERY</b>							
24	Blu Ray Authoring/Replic. (1K author)	1000	5.25	5,250.00	5,250.00	0.00	5,250.00
25	Closed Captions (Rev.com)			85.00	85.00	85.00	0.00
26	DCP Creations & CRU Drives		500.00	500.00	500.00	500.00	0.00
27	Digital Cinema Package (Chicago HD)			2,662.50	2,662.50	2,662.50	0.00
28	DVD Authoring/Replication (1K author)	500	4.00	2,000.00	2,000.00	0.00	2,000.00
29	Facility Rental, Chicago Filmmakers	1	150.00	150.00	150.00	150.00	0.00
30	Postage/Delivery FedEx (REV 6/1/20)			342.35	342.35	342.35	0.00
<b>MARKETING</b>							
31	Advertising Facebook, NFNY(REV 6/1/20)			920.20	920.20	920.20	172.03
32	Festival Submissions (REV 9/9/19)			3,394.14	3,394.14	3,394.14	0.00
33	Parking & Transportation			200.00	188.85	188.85	0.00
34	Postage USPS-FedEx (REV 12/1/20)			1,377.24	1,377.24	1,377.24	109.65
35	Printing Fed Ex Office/Kinkos			138.23	138.23	138.23	0.00
36	Shipping Box,Tube, Tape (Indiegogo)			192.18	192.18	192.18	0.00
37	Shipping Mailers (Indiegogo)			26.99	26.99	26.99	0.00
38	T-Shirts (Indiegogo)			1,531.40	1,531.40	1,531.40	0.00
39	Theatre Rental (CUFF-Davis)			1,894.00	1,894.00	1,894.00	0.00
40	Tickets, Cast & Crew			908.05	908.05	908.05	0.00
41	Uprinting, One Sheet Poster (Indiegogo)	400	1.98	794.31	794.31	794.31	0.00



42	Uprinting, Postcards (Indiegogo)	1500	0.31	463.33	468.33	468.33	0.00
43	Uprinting, Posters - small (Indiegogo)	200	1.39	279.33	279.33	279.33	0.00
44	Website Deve. & Renew (REV 6/1/20)			1,000.00	735.56	735.56	264.44
<b>PROFESSIONAL SERVICES</b>							
45	Accounting, JF LLC, Annual (REV 06/01/10 yrs)	375.00		3,750.00	876.35	876.35	2,557.80
46	Aggregator, Quiver Digital			3,710.00	3,710.00	3,710.00	0.00
47	Bank Fees/Wires (REV 010/30/2019)			1,009.00	1,009.00	1,009.00	1,665.00
48	E&O Insurance (HUB, Currently 3 yrs) 10 yrs	1,082.25		10,822.50	3,250.00	3,250.00	7,572.50
49	Legal: FairUse, Copyr. Donaldson+Callif			5,000.00	5,000.00	5,000.00	0.00
50	Legal: LLC Setup (Leavans)			695.10	695.10	695.10	0.00
51	Legal: IL SState Filings (Menkes) 06/01/10 yrs	375.00		3,750.00	910.00	910.00	2,630.00
52	Producer: Licensing/Distr/Exhibition 90 Days	500.00		45,000.00	0.00	0.00	0.00
53	Publicist: Sitli Sidelines			500.00	500.00	500.00	0.00
54	Sales Consultant/Agent (Stacey Parks)			3,500.00	3,500.00	3,500.00	0.00
55	Taxes (Estimated) (REV 06/01/20) 10 yrs	500.00		5,000.00	5,000.00	0.00	5,000.00
56	Title Clearance (Clearance Unlimited)			375.00	375.00	375.00	0.00
57	<b>POST PRODUCTION SUB-TOTAL</b>			<b>\$304,796.79</b>	<b>\$184,740.05</b>	<b>\$172,490.05</b>	<b>\$29,221.42</b>
58	<b>Indiegogo Crowdfund DEDUCTION</b>					<b>\$20,625.43</b>	
59	<b>Post Crowd. DEDUCTION (8-23-19)</b>					<b>\$6,066.62</b>	
60	<b>POST-PRODUCTION TOTAL</b>			<b>\$304,796.79</b>	<b>\$184,740.05</b>	<b>\$145,798.00</b>	<b>\$29,221.42</b>
61							
62	<b>PRODUCTION TOTAL</b>			<b>\$85,613.88</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>	
63							
64	<b>PRODUCTION &amp; POST SUBTOTAL</b>			<b>\$390,410.67</b>	<b>\$197,781.52</b>	<b>\$156,439.47</b>	<b>\$29,221.42</b>
65	<b>Contingency (15%)</b>						<b>\$4,383.21</b>
66	<b>GRAND TOTAL</b>			<b>\$424,015.30</b>	<b>\$197,781.52</b>	<b>\$145,798.00</b>	<b>\$33,604.63</b>
				<i>Estimated</i>	<i>Actual</i>	<i>Film Foetus</i>	<i>Estimated</i>
				<i>Budget</i>	<i>Current</i>	<i>Funded to</i>	<i>Future</i>
				<i>Value of</i>	<i>Budget</i>	<i>Date</i>	<i>Costs</i>
				<i>the Film</i>	<i>REV 12/1/20</i>	<i>REV 12/1/20</i>	<i>REV 12/1/20</i>
				<i>REV 12/1/20</i>			



# EXHIBIT “T”

the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender or MiloknayWeiner LLP immediately by telephone or E-mail and delete this message, along with any attachments, from your computer. Thank you.

2 attachments

Film Foetus Attachments 11-28-19.zip  
1270K

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**Thomas R. Leavens** <tleavens@mandellmenkes.com>  
To: dave carlson <dpcarlson@filmfoetus.com>

Mon, Nov 25, 2019 at 6:13 PM

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**From:** Thomas R. Leavens  
**Sent:** Monday, November 25, 2019 6:07 PM  
**To:** 'PAUL MILOKNAY' <paul@miloknayweiner.com>  
**Subject:** RE: Joe Frank Movie

Dear Paul,

Attached to this message is the response of our client Film Foetus to your correspondence of October 12, 2019.  
Best, Tom

**Thomas R. Leavens** | **Mandell Menkes LLC**

**Partner**

**One North Franklin, Suite 3600**

**Chicago, Illinois 60606**

**office 312.251.1002**

**fax 312.759.2765**

**cell 847.767.0118**

[mandellmenkes.com](http://mandellmenkes.com)

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**From:** PAUL MILOKNAY <paul@miloknayweiner.com>  
**Sent:** Saturday, October 12, 2019 2:50 PM

Dear Mr. Leavens,  
I am writing on behalf of Michal Story, successor-in-interest to Joe Frank. It has come to my attention that several issues have arisen in connection with "The Joe Frank Film" (the "Picture"). Specifically, Jerry Glover's client, Mr. David Carlson, has failed to perform several of his obligations under the parties' as of June 30, 2017 Production Agreement (the "Agreement"). As you may be aware, my client has certain ownership, consultation and approval rights under the Agreement, which it appears Mr. Carlson has either ignored or otherwise failed to honor. These failures include:

Unfortunately, this letter is a mischaracterization of my efforts. I have not "failed to perform", "ignored" or "failed to honor" anything in the Production Agreement. Since the completion of the Agreement, following paragraph 2.c., I have sent several emails and letters to Mr. Frank & Ms. Story detailing the film's evolution and progress on many different fronts:

**PLEASE REVIEW THESE DETAILS & ATTACHED EMAILS / LETTERS:**

Email 11/5/2017 subject line: "JF-FILM UPDATE (11/5/2017)" Discussed music licensing budgeting and financing and working to connect with distributors and sales reps. **NOTE: Ms. Story did reply to this email, but offered no comments or suggestions on the details of this email.**

Email 12/21/2017 subject line: "JF-FILM UPDATE (12/21/2017)" Discussed Music Supervisor payments, crowdfunding in 2018, payments to an on-line editor, the film's website, and asking about sharing links to the film on Joe Frank's social media. **NOTE: To date, neither Mr. Frank nor Ms. Story replied to this email with comments or offered any suggestions.**

Email 01/29/2018 subject line: "JF FILM UPDATE- 1-29-2018" Discussed the continued Music Licensing, the film's Festival premiere in Sonoma, and the launch of the Crowdfunding campaign on the Indiegogo platform. **NOTE: To date, Ms. Story hasn't replied to this email with comments or suggestions.**

Email 02/01/2018 subject line: "FILM UPDATE: Sonoma-Festival Premiere" contained details for the Sonoma Festival premiere and invited Michal Story to represent the film. **NOTE: Ms. Story replied with the comment, "I will not attend"**

- Despite advising Mr. Frank that he had created an LLC called Joe Frank LLC (again without consulting my clients), Mr. Carlson has failed to provide any documentation of the formation of the LLC to confirm my clients' undivided 50% interest in the Picture.

Email 11/29/2017 subject line: "JF-FILM UPDATE (11/29/2017)" discusses forming the "Joe Frank Movie, LLC" and the reasons for doing so which was to create an account for all of the future monies that would be related to post-production expenses, deposits from crowdfunding, production loans from Film Foetus, Inc. and future income from sales of the film. Email also discussed retaining a Fair Use attorney and Music Supervisor, and an estimate for Music Licensing for film festivals. Email also detailed Film Festival submissions, Publicity/Social Media and my communications with the films Cast & Crew. **NOTE: To date, neither Mr. Frank nor Ms. Story have replied to this email or asked for any documentation.**

- We have learned that Mr. Carlson has unilaterally elected to self-distribute the Picture, failing to consult with my client regarding distribution of the Picture, as required under paragraph 1.a. of the Agreement.

**Letter 10/08/2018-CERTIFIED USPS MAIL to Michal Story.** Discusses Film Festival updates, Potential Distributions with distributors and VOD, and Music Licensing budgeting costs for



distributing the film worldwide excluding theatrical. NOTE: To date, Ms. Story hasn't replied to this email with comments or suggestions about distribution methods or opportunities.

Letter 02/07/2019 USPS to Michal Story. Discusses the winding down of Film Festivals and the remaining dates. Also, Financing as it relates to Post-Production and includes a Budget reflecting the current hard costs for the film. Lastly, Potential Distribution as it related to VOD, BluRay/DVD and other platforms. NOTE: To date, Ms. Story hasn't replied to this email with comments or suggestions about distribution methods or any concerns about the Budget for the film.

Letter 08/04/2019-CERTIFIED USPS MAIL to Michal Story. Discusses the Festival completion and directing fans to purchase Joe Frank radio shows from his personal website. Post Production updates on music licensing contract and other elements related to distribution. VOD Distribution though Quiver is mentioned as the film's aggregator, as well as the street date.

Email 8/25/2019 from Michal Story subject line: "Can you let me know" "About the documentary selling (for viewing) on Amazon?" I replied in 9/3/2019 letter below:

Letter 09/03/2019-CERTIFIED USPS MAIL to Michal Story. Carlson explains the VOD license fees, purchase price and the typical schedule for vendor's pay outs.

Email 09/07/2019 subject line: 'Updates' from Michal Story. Ms. Story writes "Congratulations on getting the film out to the public via the digital platforms..." She also asks to work out a timeline for status updates that is comfortable for both she and I, and notes that the last budget she received was in the Fall of 2017. (NOTE: earlier this year a Budget dated 2/6/19 was sent to Michal Story on 2/7/2019 USPS.) Ms. Story asks that I provide a "fiscal status of the film", a list of reviews, agreements made for personal distribution" and outlines some good suggestions so that she "stay informed" and keep things on a "business level."

Letter 09/09/2019-CERTIFIED/REGISTERED USPS MAIL to Michal Story. I write to say that I will continue to keep her informed about the film's progress in distribution, outline Vimeo On Demand Distribution and their sales periods, current Fiscal Status of the film, and suggest contacting Ms. Story every 6 mos to provide a report. Documents included in the letter: Quiver Contract, Amazon Terms, Google Play Terms, Windows Terms, iTunes Terms, Vimeo On-Demand Terms, revised Budget dated 9/9/19.

Emails 9/13/2019, a-b-c subject line: 'Received your package' from Michal Story. Ms. Story asks for copies of Quiver contract that she has already received in the last mailing. After explaining to her that the contract was an 'electronic signature,' I offer to send a hard copy of the email from Quiver confirming the order. Ms. Story replies, "Okay, Going forward - as outlined in our agreement - please consult with me before signing up with any of these type of services." I reminded Ms. Story that I have sent "several Updates... over the past 2 years..." and that in "all of these cases you haven't replied to any of these letters with any comments or suggestions about distribution." I suggest that in order to avoid any miscommunication, Ms. Story should reply to my correspondences within 10 business days via USPS Registered Mail, and that I will do the same. Ms. Story states, "You don't need to send things certified. Why?"

Letter 09/23/2019, a-b-c-CERTIFIED USPS MAIL to Michal Story. (NOTE: Letter returned to sender after attempted delivery to Story on 9/13, 9/18, 9/25.) The letter contained the invoice order from Quiver, and states my preferred method is to send all correspondences as a hard copy and certified by the USPS. I also reiterated that I will continue to inform her about the film's progress and that "there is no income to report on the film!"

- Mr. Carlson has failed and refused to provide confirmation that the copyright for the Picture was registered in the names of both Mr. Carlson and Mr. Frank and Ms. Story as required under paragraph 1.a.



This is false. I have not "failed and refused to provide information" about the copyright.

Email 3/29/2018 subject line: "JF-FILM UPDATE (3/29/2018) discusses Music Licensing, Title Search, Copyright application that was submitted, received, paid and registered, E&O Insurance policy thru March 2021, and the securing of money for Music Festival Rights, Music Supervisor, Insurance, Title Search, Copyright, Post-Production, DCP Master, Festival Submissions. NOTE: To date, Ms. Story hasn't replied to this email with comments or suggestions. More importantly, she has never requested a copy of the Copyright documents that were filed by Donaldson & Calliff, LLP on March 5<sup>th</sup>, 2018. Attached is: 'JoeFrank SomewhereOutThere CopyrightDocs.pdf

- Mr. Carlson has failed to consult with Ms. Story regarding the budget and what appear to be inappropriate changes thereto.

RE: Budget, I provided updated budgets for the film to Mr. Frank and Ms. Story including ones dated 3/21/14, 4/21/14, 5/27/14, 7/25/14, 7/10/16, and most recently on 2/6/19 and 9/9/19.

For the earliest estimated Budget that was sent on 3/21/14, I wrote a cover email describing in general terms how to read the Budget/excel document and offered to answer "any questions you may have, get your suggestions, and talk about..." the budget. Ms. Story replied that "this is all so above my pay grade."

In a cover email letter with a Budget from 5/27/14 I wrote, "Feel free to call me if you have any questions..."

In a cover email letter with a Budget from 7/25/14 to Frank/Story I stated, "As always, if you have any questions about anything please feel free to give me a call to discuss the line items."

In a letter dated 7/10/2016 sent to Joe Frank with an enclosed Budget, I wrote "As a reminder, I have receipts from all of my hard costs, and I am available to discuss the Budget with you line by line if you have any questions about any of the items and/or totals."

Please note that I have reached out several times to Frank/Story and have made myself available to discuss line items in the Budget as it has evolved through the creative process and the finishing costs related to worldwide non-theatrical distribution for an independent film. Throughout this 5-year period of time, Ms. Story and Mr. Frank have never contacted me to discuss or consult about ANY of the line items related to the film (other than a \$400 hotel expense they incurred) or offer any suggestions, consultations, or concerns whatsoever about the Budget for the film.

- Mr. Carlson has failed to provide a final budget despite that the Picture has been completed since November 2017. Indeed, he added new items to the budget as recently as May 2019. These changes, made without Ms. Story's consultation or consent, **NOT ACCURATE. PLEASE SEE DETAILS OF LETTERS & EMAILS**

**THROUGHOUT THIS CORRESPONDENCE ABOUT FINISHING COSTS, MUSIC LICENSING, ETC.** directly contradict paragraph 1.b. of the Agreement, which provides that "the only funding required to complete the Picture is an amount required to license rights to the musical compositions and/or sound recordings to be incorporated into the Picture..." Indeed, paragraph 5 of the Agreement indicates that the total budget should not exceed \$94,000.

- The Agreement provides that Mr. Carlson intended to raise approximately \$65,000 through a crowdfunding campaign. To date, Mr. Carlson has not provided any evidence of the results of that campaign.

#### NOTES ON CROWDFUNDING:

1. During the draft of the Agreement in 2014, Frank & Story opted out of "any active involvement of participation" in the crowdfunding campaign related to the film. SEE ATTACHED EMAIL 'Miloknay 12-11-14'.



2. The results of the campaign have been posted on Indiegogo's website since March of 2018 and can be reviewed at any time. [https://www.indiegogo.com/projects/joe-frank-somewhere-out-there-documentary-film/x/10817263#](https://www.indiegogo.com/projects/joe-frank-somewhere-out-there-documentary-film/x/10817263#/) The campaign only achieved 29% of its \$75K goal yielding \$22,337. The \$75K was set higher than the \$65K stated in the agreement to offset the potential charges and perks expenses (perk creation & shipping) After Indiegogo receives its platform percentage and deducts for other things like credit card charges, the campaign received \$20,625.43

3. A registered letter received and signed for by Michal Story (Letter 09/23/2019, a-b-c) contained the Budget dated 9/9/2019. On page 3 of the Budget there are two deductions at the end of the Budget that are uniquely highlighted in BLUE: "Indiegogo Crowdfund DEDUCTION (\$20,625.43)" and "Post Crowd DEDUCTION (8-23-19) (\$6,066.62)"

We have evidence that Mr. Carlson has been exploiting "Joe Frank" merchandise on the website [joe frankmovie.com](http://joe frankmovie.com) but has not included the revenues from these activities in gross receipts or otherwise accounted to Ms. Story.

"...exploiting Joe Frank merchandise" and calling this "gross receipts" is a mischaracterization of the Crowdfunding page on the film's website: <https://www.joe frankmovie.com/crowdfunding>

Because the Indiegogo campaign fell very short of its goal, the remaining perks were placed on the film's website for potential sponsors who missed the Indiegogo deadline or wanted to contribute to the film's post-production. As it states on the film's webpage:

*"Great thanks to everyone who supported our INDIEGOGO campaign! If you would still like to donate to the film and receive one of our remaining perks, scroll down to see what's available! All donations will used to help off-set the film's post-production costs."*

These post-crowdfunding monies have all been deposited into Joe Frank, LLC (via a PayPal account connected to Joe Frank, LLC) and were freely documented in the Budget dated 9/9/2019 "Post Crowd DEDUCTION (8-23-19) (\$6,066.62)" The majority of this amount came from a Producer credit donation for the film which was offered when the campaign was live. All of these funds have been used to pay for post-production costs on the film and are not "revenues".

The foregoing is not an exhaustive list of Mr. Carlson's failures and refusals to consult with my client and confirm his compliance with the terms of the Agreement. With that said, Ms. Story hereby demands that Mr. Carlson do the following without delay:

I did not refuse to consult with Ms. Story or the late Joe Frank. The collection of business-related attachments I have provided show otherwise. Ms. Story has shown a pattern of not responding with any interest to a vast majority of the film's updates with any comments, suggestions or concerns about the details I as sharing.

1. Provide all documentation relating to the creation of Joe Frank LLC and/or any other entity created by Mr. Carlson in connection with the Picture, including without limitation the Articles of Organization, Operating Agreement, bank account information, and financial records.

There are documents available on the formation of Joe Frank Movie, LLC. Copies of the monthly statements for the bank account can be submitted to Ms. Story for review bi-annually along with the reporting of potential income from VOD and other forms of potential distribution. As discussed in Letter 09/09/2019

2. Provide access and login information for the LLC bank account(s), the crowdfunding campaign, [joe frankmovie.com](http://joe frankmovie.com) and the PayPal account for Joe Frank Movie LLC. There is nothing in the Production Agreement allowing the Artist to access to the film's website or the crowdfunding campaign.



3. Provide a list of all investors in the Picture and documentation of said investments. **There are no other investors other than me/Film Foetus, Inc.**
4. Provide a certified budget for the Picture in electronic spreadsheet form, as well as all supporting documentation to verify the numbers contained therein. **Please define 'certified budget.'** I can provide an electronic version of the Budget. Supporting documentation is available for ALL of the expenses (invoices, receipts, etc.) This will require a few days of duplication, arranging and shipping. Because Ms. Story is requesting this, who pays for this duplication expense? If I pay for these expenses will I be reimbursed by Ms. Story or will it will go into another expense I incur in a revised Budget? All of these documents will be submitted as hard copies via registered USPS mail. I can discuss a realistic timeline for this.
5. Provide a full accounting of all funding, expenses and revenues from all sources in connection with the Picture, including without limitation sales, licenses, screenings, awards, merchandising and ancillary rights, etc. **As discussed in Letter 09/09/2019, this can be submitted for review bi-annually along with the reporting of potential income from VOD and other forms of potential distribution.**
6. Provide copies of all agreements entered into in connection with the Picture, including without limitation sales agreements, license agreements, distribution agreements, investor agreements, debt agreements, appearance releases, rights clearance documents, insurance agreements and certificates, etc. **Our Production Agreement does not state that Artist receives copies of these agreements. SEE Paragraph 2.d. Also, there are no investor agreements or debt agreements for the film.**
7. Provide documentation of the copyright registration for the Picture.

#### **SEE ABOVE - ATTACHED.**

In addition to the foregoing, Ms. Story requested a non-watermarked copy of the Picture, which Mr. Carlson has refused to provide,

**Email 01/11/2019 a-b, subject line "Doc screening in NYC\_2-20" is about a screening in NYC. Ms. Story asks for a version of the film "without any text overlay." I replied telling Story that screener copies are only available as a window burn for copyright protection, and that it will be potentially available in the future on DVD and BluRay. Ms. Story replies, "Okay, thanks." I never refused to provide this.**

and a copy of the raw interviews of Mr. Frank and Ms. Story for her personal use, which request Mr. Carlson has ultimately ignored.

**Email 05/04-12/2018 a-b, subject line "PS" Michal Story asked "What would you charge me for copies of the raw footage you shot of me and Joe, me, and Joe alone. It's for me. Please. thank you."**

I replied via email on 5/11/18 and stated that the elements were off-line, archived, and not easily accessible. Because of my schedule, I suggested talking again in the Fall of '18 to discuss exact usage of the footage and a budget.

Story replied via email on 5/12/18 and wrote "There's absolutely no rush."

**NOTE: Ms. Story had never reached out to me to follow up on her request. If Ms. Story would like to revisit this request in the future she may mail me a formal request detailing exactly which footage she would like to obtain, and if she plans on using the footage outside of her personal use for professional use (e.g. sampling quotes for a book biography, video clips, sharing with other entities,**



etc.) After the request is considered, a budget for editing these materials will be provided for Ms. Story's consideration. If Ms. Story accepts the budget and makes payment, the project will be edited and released. Please note that this will require assembling hours of archived HD footage, with extended running and render times, yielding dozens of hours in an editing room along with hard costs for materials and shipping.

In addition, when Mr. Carlson conducts interviews, he should cease and desist from making disparaging remarks about Joe Frank. In at least one public appearance, Mr. Carlson was asked what it was like to work with Joe Frank and he replied that it's easier to make documentaries after the artist is dead. He made this crass remark knowing that Ms. Story, still grieving over the loss of Joe, was in the audience.

The Q&A at the Los Angeles premiere of the film was on December 1<sup>st</sup> 2018. My family and many of the cast and crew of the film were invited to the film by me, including Ms. Story and her guest. I did not make any negative comments about Joe Frank nor did I make a "crass remark knowing that Ms. Story, still grieving over the loss of Joe, was in the audience." If Ms. Story perceived one of my comments out of context at the Q&A last year, she did not mention it to me at the event, nor in the days or months following the event. This is the first I am hearing of her perspective. In the past, I have invited Ms. Story to represent the film as an associate producer on the film and she has declined. For her attendance at the LA Premiere she requested in in email dated 11/26/18 that "no attention focused on me at all," and I honored her request.

Earlier on 3/20/2018, I wrote a letter about my character to Ms. Story and stated, "I take my professionalism very seriously and will also defend my reputation. I worked very hard on this documentary over many years to get it to a point where Joe was satisfied, signed the Agreement (which in the end captured the spirit of our oral agreement) and signed off on the Final Cut. Along the way I was very communicative with you and Joe about all aspects of the production and sacrificed many things in my life for the benefit of the film and Joe's legacy."

Additionally, I have several personal correspondences and performed actions in public over the years with Joe Frank and Michal Story that reflect a tone of professionalism respect, patience and kindness.

Rather, Ms. Story requests that Mr. Carlson properly credit Mr. Frank for his time and involvement (Mr. Frank spent thousands of hours working on the Picture).

Mr. Frank directed me to remove his name from the film in an email in September of 2017:

Email 09-15-2017 a,b,c, subject line "FILM NOTES 2 ATTACHED" from Page 5 of the attachment:

**Joe Frank wrote:** BACK INTO DOCUMENTARY TO THE END, NO MORE EDITS

**Carlson replies:** (OK)

**Joe Frank wrote:** I THINK IT WOULD BE BEST IF MY NAME, AS PRODUCER, BE TAKEN OFF THE FILM. IN SPITE OF MY INPUT, THIS IS FUNDAMENTALLY YOUR WORK, WHICH REFLECTS YOUR AESTHETIC AND SENSIBILITY.

**Carlson replies:** (Regarding your credit, this is entirely up to you and I will do as you wish.)

Following this correspondence on 9/15/2017, Mr. Frank's name was removed from the film's credits on screener copies submitted for him to review prior to the final cut, and removed from all publicity credits.

As an undivided 50% owner of the Picture, Ms. Story is entitled to all of the requested information and other items. **To be determined.**

# EXHIBIT “U”



THIS CAMPAIGN IS CLOSED

# JOE FRANK-SOMEWHERE OUT THERE, Documentary Film

DISCOVER SIMILAR CAMPAIGNS

ABOUT THIS CAMPAIGN

You may also be interested in



FUNDING

SIRUI 50mm T2.9 1.6x Full-Frame Anamorphic Lens

The Best budget Full-frame Lens with wider Aspect Ratio-1.6x Factor for immersive experiences.

CAMERA GEAR

\$1,088,168 USD raised 10,882%

21 days left



FUNDING

Legion Solar 6 - Permission Free Energy with AI

1/3 cost of traditional solar, plug and play, delivers instant results, legally bypass regulations.

ENERGY & GREEN TECH

\$445,245 USD raised 4,452%

30 hours left



FUNDING

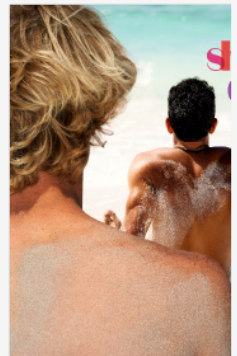
PETKIT PURA MAX: The Self-cleaning Cat Litter Box

The self-cleaning litter box monitors your cat's health, eliminates odors & auto-cleans all wastes.

HOME

\$771,877 USD raised 7,719%

2 days left



FUNDING

Shoulder Dance

A romantic comedy about the business of friendship, love, &

FILM

\$12,615 USD raised

30 days left



CLOSED

## JOE FRANK-SOMEWHERE OUT THERE, Documentary Film

Feature film about legendary radio artist Joe Frank.

dpcarlson  
1 Campaign | Chicago, United States

\$22,337 USD

121 backers

29% of \$75,000 Flexible Goal

FOLLOW



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Do Not Sell My Personal Information

OK

Show details ▾

Zabriskie, Alexander Payne, Terry Kinney and a host of others who have worked with this radio legend. For those of you familiar with Joe's work - this is the film you've been waiting for!

## The Pitch

**JOE FRANK-SOMEWHERE OUT THERE** is the one and only documentary film about radio legend Joe Frank! Working in conjunction with Joe Frank, the movie has been shot and edited to completion but in order for it to screen in the 2018 film festival circuit, **funds need to be raised to pay for the fees related to clearing the music in the film.** Throughout his career, Joe used a variety of background music within his radio shows, and these tracks need to be licensed in order for this film to be released to festivals.



## The Challenge

Since the film's announcement in the Fall of 2017, the word is getting out and the enthusiasm is building for **JOE FRANK-SOMEWHERE OUT THERE.** Behind the scenes we've got a great team assembled to help release the film, but without a successful funding campaign it will be difficult to continue the momentum leading to its release. **EVERY DONATION HELPS** and spreading the word about the campaign is invaluable!



*Starring Harry Shearer (Radio Host, This is Spinal Tap & The Simpsons)*

## What We Need to Do



FEATURED

### T-SHIRT: TITLE WAVEFORM!

\$50 USD

JOE FRANK-SOMEWHERE OUT THERE/MOVIE TITLE STYLE T-Shirt! Unisex. Black color. choose your size! +POSTCARD & SPECIAL THANKS CREDIT

**Included Items**

- Collectable Postcard
- Special Thanks - Film Credit!
- Title Waveform T-Shirt

**Estimated Shipping**

August 2018

0 claimed

Ships worldwide.



### POSTCARD & SPECIAL THANKS!

\$15 USD

You will receive the first piece of memorabilia made for the film - the 5"x7" POSTCARD for JOE FRANK-SOMEWHERE OUT THERE! It's a double-sided card signed by director D.P. Carlson. You also get an on-screen Special Thanks CREDIT!

**Included Items**

- Collectable Postcard
- Special Thanks - Film Credit!

**Estimated Shipping**

April 2018

15 claimed

Ships worldwide.

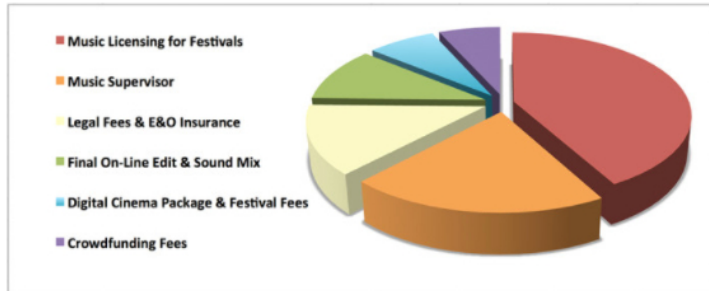




## What we need to raise

We need to raise \$75,000 in 6 weeks to reach our goal and bring the film to festivals in 2018. The money raised in this campaign will pay for:

- Music Licensing for Film Festivals (\$31,500)
- Music Supervisor, The Rights Workshop (\$15,000)
- Legal Fees & E&O Insurance (\$10,000)
- Final On-Line Edit & Sound Mix (\$8,000)
- Digital Cinema Package & Festival Fees (\$5,500)
- Crowd Funding Fees & Perks (\$5000)



*David Cross (Mr. Show, Arrested Development)*

## What You Get - The Perks!

You can help us out by **BACKING** the film or check out a variety of **PERKS!** The **FEATURED PERK** is the most helpful to the campaign and you'll receive everything - posters, t-shirts, on-screen credit, and a DVD of D.P Carlson's documentary "Chicago Filmmakers on the Chicago River."



*Grace Zabriskie (Twin Peaks, Big Love)*



### CHICAGO FILMMAKERS DVD!

**\$20 USD**

DVD of CHICAGO FILMMAKERS ON THE CHICAGO RIVER! Documentary classic starring Andrew Davis, Harold Ramis, John Landis, John McNaughton, Michael Mann, Steven A. Jones, Gordon Quinn, Stuart Gordon, Haskell Wexler, Gene Siskel, Roger Ebert and others. Variety called it "A metaphor for the creative lifeblood of the city." +POSTCARD & CREDIT

#### Included Items

- Collectable Postcard
- Special Thanks - Film Credit!
- CHICAGO FILMMAKERS - DVD!

#### Estimated Shipping

April 2018

19 claimed

Ships worldwide.



### MINI MOVIE POSTER!

**\$30 USD**

MOVIE POSTER! This is the small version of the one-sheet teaser image. +POSTCARD & SPECIAL THANKS CREDIT

#### Included Items

- Collectable Postcard
- Special Thanks - Film Credit!
- Movie Poster (12" x 18")

#### Estimated Shipping

June 2018

4 claimed

Ships worldwide.



## Other Ways You Can Help

Regardless of your level of support, **we really need your help getting the word out!** Please share our campaign's Indiegogo link on your **SOCIAL MEDIA!**




*Ira Glass (Joe Frank's production assistant before This American Life)*

## Movie Excerpt on Joe Frank's Sound Design



*Academy Award Winner Alexander Payne (Sideways, Downsizing)*

## Be a Player in the Production!



**MOVIE POSTER - ONE SHEET!**

**\$50 USD**

MOVIE POSTER one-sheet of the teaser art for JOE FRANK-SOMEWHERE OUT THERE. Measures 27" x 39" +POSTCARD & CREDIT

**Included Items**

- Collectable Postcard
- Special Thanks - Film Credit!
- Movie Poster (27" x 39")

**Estimated Shipping**  
June 2018

2 claimed

Ships worldwide.



**T-SHIRT: FILM FOETUS!**

**\$50 USD**

Freshly made FILM FOETUS logo T-Shirt. The last ones produced went like hotcakes! (Softstyle, Unisex) Choose your size +POSTCARD & SPECIAL THANKS CREDIT

**Included Items**

- Collectable Postcard
- Special Thanks - Film Credit!
- Film Foetus T-Shirt

**Estimated Shipping**  
August 2018

3 claimed

Ships worldwide.



**T-SHIRT: MOVIE CASSETTE!**

**\$75 USD**

For this campaign only, JOE FRANK-SOMEWHERE OUT THERE /CASSETTE



You can play an important role in getting this film to the festivals by climbing on board as a **PRODUCER**. Check out our different **PRODUCER PERKS** for more information. If you've ever thought of attaching your name to a film production, this is a great opportunity to align your name with all of the stars in **JOE FRANK-SOMEWHERE OUT THERE**. The cast includes Joe Frank, Harry Shearer, Ira Glass, David Cross, Grace Zabriskie, Alexander Payne, Larry Block, Debi Mae West, Ryan Cutrona, Laura Esterman, Tim Jerome, Larry Josephson, Terry Kinney, Arthur Miller, and David Rapkin among others. Get some credit in the film, on the Internet Movie Database and all of the publicity materials related to the production!



*Producer/Director D.P. Carlson & Harry Shearer behind the scenes in Chicago.*

## The Filmmaker

**D.P. Carlson** is the Producer, Director & Editor of **JOE FRANK-SOMEWHERE OUT THERE** and is the CEO of the Chicago-based production company Film Foetus, Inc. In 1988, Carlson became a fan and follower of Joe Frank's radio shows while listening to WBEZ radio in Chicago. In 2003, he first met Mr. Frank when he was honored with a *Lifetime Achievement Award* at the Third Coast Audio Festival. Since then, Carlson has filmed six of Joe's live performances throughout the country including two at Steppenwolf Theatre in Chicago.

His early independent docs featured the Chicago Blues scene and short films with legendary *Word Jazz* artist Ken Nordine. Carlson also created the critically acclaimed **CHICAGO FILMMAKERS ON THE CHICAGO RIVER**, and in 1999 received the Panavision sponsored Founders Award given to the *Most Promising Midwest Filmmaker*. He's also made the rock docs **THE BEARS-OUT OF HIBERNATION** featuring Adrian Belew and **PAUL STANLEY-LIVE TO DREAM**.



*Terry Kinney (Co-Founder, Steppenwolf Theatre)*

## Your Impact!

**SOMEWHERE OUT THERE/ CASSETTE STYLE T-Shirt!** Unisex. Dark Heather color, choose your size! +POSTCARD & SPECIAL THANKS CREDIT

### Included Items

- Collectable Postcard
- Special Thanks - Film Credit!
- Movie Cassette T-Shirt

### Estimated Shipping

August 2018

19 claimed

Ships worldwide.



## DOUBLE T-SHIRT PACKAGE!

**\$100 USD**

Save some money and help the production by getting both t-shirts. Pick your sizes. +POSTCARD & CREDIT THANKS

### Included Items

- Collectable Postcard
- Special Thanks - Film Credit!
- Film Foetus T-Shirt
- Movie Cassette T-Shirt

### Estimated Shipping

August 2018

5 claimed

Ships worldwide.



## PERKS PACKAGE!

**\$125 USD**

BOTH POSTERS + BOTH T-SHIRTS + CHICAGO FILMMAKERS DVD + POSTCARD & CREDIT! FREE SHIPPING

### Included Items

- Collectable Postcard
- Special Thanks - Film Credit!
- CHICAGO FILMMAKERS - DVD!
- Movie Poster (12" x 18")
- Movie Poster (27" x 39")
- Film Foetus T-Shirt

## Your Impact:

"This campaign is a great way for you to support a truly independent film! To this point it has been self-financed and has been a real labor of love, made with the help of my film pals and all of Joe Frank's friends and associates. We're SO CLOSE to getting this film out and getting it over the FINISH LINE... and we could really need your help RIGHT NOW! So, we look forward to hearing from you, and THANKS A LOT!" -D.P. Carlson, **Producer/Director**



Joe Frank

## Links to Press

[DP Carlson's "Joe Frank: Somewhere Out There", REEL CHICAGO, 3/5/2018](#)

["The Dana Gould Hour - Joe Frank" Podcast, 3/1/2018](#)

["Communicating the human condition: Winnetka filmmaker shares story of public radio legend Joe Frank" The Winnetka Current, 2/12/2018](#)

["Indiegogo Campaign for "Joe Frank: Somewhere Out There" The Common Curator, 1/29/2018](#)

["Fans of Joe Frank remember the storyteller's dark sonic magic" Current, 1/19/2018](#)

["A passing of one of radio's last geniuses" News Cut, 1/16/2018](#)

["Joe Frank \(1938-2018\)" Hearing Voices, 1/16/2018](#)

## Frequently Asked Question:

**Q: "How come there is no perk available for the film itself either as a digital download (VOD) or home video (DVD, BluRay)?"**

A: Because the music licensing requires a different set of rights that are expensive. The film will be made available for purchase when it has a distributor.

**Thank You for your support!**

**(B&W Photos Courtesy Stephen Laufer)**

Looking for more information? Check the project [FAQ](#)



- Movie Cassette I-Shirt

Estimated Shipping

August 2018

24 claimed

Ships worldwide.



**DINNER & THE MOVIE!**

**\$1,000 USD**

DINNER & THE MOVIE! You and a guest are invited to dinner with Producer/Director D.P. CARLSON in Chicago and 2 tickets to the Chicago Premiere of JOE FRANK-SOMEWHERE OUT THERE! (CHICAGO SCREENING ONLY TBD in FALL 2018) This is a unique chance to ask the Director questions about the production and the filmmaking process! + PERKS PACKAGE!

Included Items

- Collectable Postcard
- Special Thanks - Film Credit!
- CHICAGO FILMMAKERS - DVD!
- Movie Poster (12" x 18")
- Movie Poster (27" x 39")
- Film Foetus T-Shirt
- Movie Cassette T-Shirt
- DINNER & THE MOVIE: CHICAGO!

Estimated Shipping

October 2018

1 claimed



**ASSOCIATE PRODUCER!**

**\$2,500 USD**

YOUR NAME alongside other ASSOCIATE PRODUCERS in the movie credits, IMDB, and on all publicity materials for JOE FRANK-SOMEWHERE OUT THERE! + PERKS PACKAGE!

Included Items

- Collectable Postcard
- CHICAGO FILMMAKERS - DVD!
- Movie Poster (12" x 18")
- Movie Poster (27" x 39")
- Film Foetus T-Shirt



[Let us know](#) if you think this campaign contains [prohibited content](#).

- Movie Cassette T-Shirt
- A.P. CREDIT: FILM/PUBLICITY

#### Estimated Shipping

August 2018

3 claimed

Ships worldwide.



### PRODUCER!

**\$5,000 USD**

YOUR NAME featured as a PRODUCER in the movie credits, IMDB, and on all publicity materials for JOE FRANK-SOMEWHERE OUT THERE! + PERKS PACKAGE and updates on all things related to the film!

#### Included Items

- Collectable Postcard
- CHICAGO FILMMAKERS - DVD!
- Movie Poster (12" x 18")
- Movie Poster (27" x 39")
- Film Foetus T-Shirt
- Movie Cassette T-Shirt
- PRODUCER CREDIT FILM/PUBLICITY

#### Estimated Shipping

August 2018

1 claimed

Ships worldwide.



### EXECUTIVE PRODUCER!

**\$10,000 USD**

YOUR NAME highlighted as an EXECUTIVE PRODUCER in the movie credits, IMDB, and on all publicity materials for JOE FRANK-SOMEWHERE OUT THERE! + PERKS PACKAGE and real-time updates on all things related to the film!

#### Included Items

- Collectable Postcard
- CHICAGO FILMMAKERS - DVD!
- Movie Poster (12" x 18")
- Movie Poster (27" x 39")

- Film Foetus T-Shirt
- Movie Cassette T-Shirt
- EXEC. PROD. CREDIT: FILM/PUB

Estimated Shipping  
August 2018

0 claimed

Ships worldwide.

## Tags for this project

CREATIVE WORKS FILM DOCUMENTARY

## You may also be interested in



FUNDING

### SIRUI 50mm T2.9 1.6x Full-Frame Anamorphic Lens

The Best budget Full-frame Lens with wider Aspect Ratio-1.6x Factor for immersive experiences.

CAMERA GEAR

**\$1,088,168** USD raised 10,882%

🕒 21 days left



FUNDING

### Legion Solar 6 - Permission Free Energy with AI

1/3 cost of traditional solar, plug and play, delivers instant results, legally bypass regulations.

ENERGY & GREEN TECH

**\$445,245** USD raised 4,452%

🕒 30 hours left



FUNDING

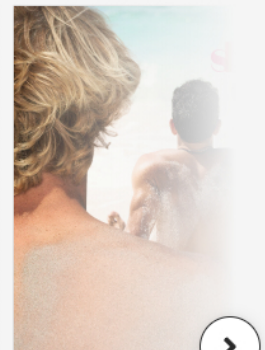
### PETKIT PURA MAX: The Self-cleaning Cat Litter Box

The self-cleaning litter box monitors your cat's health, eliminates odors & auto-cleans all wastes.

HOME

**\$771,877** USD raised 7,719%

🕒 2 days left



FUNDING

### Shoulder Dance

A romantic comedy about the business of friendship, love

FILM

**\$12,615** USD raised

🕒 30 days left

## EXPLORE

What We Do  
Funding

## ABOUT

About Us  
Blog  
Trust & Safety  
Help & Support  
Press  
Careers  
Contact

## ENTREPRENEURS

How It Works  
Indiegogo vs. Kickstarter  
Education Center  
Experts Directory  
Fees  
Enterprise  
China



### Find it first on Indiegogo

Discover new and clever products in the Indiegogo newsletter

Your email address

I agree to the [Terms of Use](#) and have read and understand the [Privacy Policy](#)

SIGN ME UP

Select Currency







# EXHIBIT “V”





Film Foetus, Inc.  
216 Myrtle Street, Winnetka, Illinois 60093  
Email dpcarlson@filmfoetus.com

February 7th, 2019

Michal Story  
11908 Darlington Ave., #303  
Los Angeles, CA 90049

Dear Michal:

Here are some updates on the documentary JOE FRANK – SOMEWHERE OUT THERE.

**FILM FESTIVALS:** The festival run for the film is winding down. Currently, there are two screenings happening in the New York area: NewFilmmakers New York Festival on 2/20 and WFMU Fundraising Festival on 3/10. I have not announced it yet, but in Chicago on 3/24 the Chicago Underground Film Festival will screen the film.

**FINANCING:** To date, on the post-production alone I have invested about \$75,000 of my own cash into the project. Included here is the updated Budget for the film. In the past, I have mentioned that another \$75K was needed to secure the music rights for wider distribution. On a positive note, a supporter for the project has expressed interest in providing my company \$75K to pay for these music rights and I am moving forward with an agreement so the film can be widely distributed. In the end, the estimated Production Costs that would be reimbursed for the project would be around \$150K.

**POTENTIAL DISTRIBUTION:** Gravitas Ventures is still interested in the film. This type of distribution would include cable, video on-demand "VOD", subscription video on-demand "Netflix/Amazon Prime/Hulu", BluRay/DVD, electronic sell through and electronic rental platforms around the world.

If you have any thoughts or suggestions for the film's success please let me know.

Sincerely,

DP Carlson  
Producer/Director



PRODUCTION					
CREW	DAYS	RATE	ESTIMATED	ACTUAL	DC FUNDED
Producer (Pre & Post)	20	500.00	10,000.00	0.00	0.00
Director/Camera	22	900.00	19,800.00	0.00	0.00
Associate Producer	20	400.00	8,000.00	0.00	0.00
Camera Operator	24	600.00	14,400.00	0.00	0.00
Sound Engineer	3	400.00	1,200.00	0.00	0.00
Grip	1	350.00	350.00	0.00	0.00
Production Assistant	2	200.00	400.00	0.00	0.00
<b>EQUIPMENT RENTAL</b>					
HD Camera Package	31	400.00	12,400.00	1,881.00	1,881.00
DSLR Camera Package	6	500.00	3,000.00	1,040.00	1,040.00
Sound Rental	31	75.00	2,325.00	0.00	0.00
Lighting Rental	22	75.00	1,650.00	0.00	0.00
Grip Rentals (Cart)				92.00	92.00
<b>TRAVEL</b>					
Airfare			2,500.00	504.25	504.25
Baggage Fees			815.00	815.00	815.00
Hotel			2,719.61	2,719.61	2,719.61
Hotel (Joe Frank EXPENSE)			400.00	400.00	0.00
Hotel NYC, Hotel & Airfare, (Weber)			2,000.00	2,000.00	0.00
Car Rental			565.14	565.14	565.14
Crew Meals			1,000.00	1,027.37	1,027.37
Cabs, Parking, Gas, Tolls			534.42	534.42	534.42
<b>FEES</b>					
Materials			113.32	113.32	113.32
Location Fees			780.00	780.00	780.00
Postage			400.00	369.36	369.36
Office Supply			200.00	200.00	200.00
<b>PRODUCTION TOTAL:</b>			<b>\$85,552.49</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>

POST-PRODUCTION	DAYS	RATE	ESTIMATED	ACTUAL	DC FUNDED	REMAINING
<b>EDITORIAL</b>						
Off-Line Editing/Transfer & Log	2 week	5,000.00	10,000.00	0.00	0.00	0.00
Off-Line Editor w System	6 weeks	5,000.00	30,000.00	0.00	0.00	0.00
On Line Supervision	5 weeks	2,000.00	10,000.00	0.00	0.00	0.00
On-Line Editor w System	3 weeks	4,000.00	15,000.00	12,000.00	12,000.00	0.00
OnLine/ Color Correction (Patay)	2 weeks	5,000.00	10,000.00	10,000.00	10,000.00	0.00
Final Sound Mix (Staley)	1 week	5,000.00	5,000.00	2,000.00	2,000.00	0.00
Graphics Package (Kobeluch)	FLAT	3,000.00	3,000.00	200.00	200.00	0.00
Meals				500.00	421.92	78.08
Hard Drives, Editorial			1,198.00	1,198.00	1,198.00	0.00
Materials - Back-Up Drive		500.00	500.00	500.00	61.44	438.56
<b>STOCK FOOTAGE &amp; PHOTOS</b>						
Archival PIX: Laufer & DiaPaolo		2	800.00	1,600.00	1,600.00	0.00
Archival PIX: Raimi, Henry,Morgenst.		3	250.00	750.00	750.00	0.00
Archival PIX: Goldstein		1	500.00	500.00	500.00	0.00
Archival PIX: Other		1	75.00	75.00	75.00	0.00
Archival: New Pond5 (10/14/2017)			1,000.00	526.00	566.00	0.00
STOCK: Pond5 (thru 05/2016)			6,962.16	6,962.16	6,962.16	0.00
STOCK: Dissolve (thru 05/2016)			160.00	160.00	160.00	0.00
STOCK: Video Blocks (thru 6/29/18)			248.00	248.00	248.00	0.00
STOCK: Shutterstock			295.00	295.00	295.00	0.00
Fair Use, Copyright, Donaldson+Callif			5,000.00	5,000.00	5,000.00	0.00
Music Supervisor, Rights Wkshp			15,000.00	15,000.00	15,000.00	0.00
Music Clearances,2 (Festival) (9/5/18)	26	1,000.00	26,000.00	15,183.66	15,183.66	1,000.00
Music Clearances, 2 (Buyout)			7,000.00	7,000.00	7,000.00	0.00
<b>Music Clearances, 2 (All Media)</b>	<b>26</b>	<b>3,000.00</b>	<b>78,000.00</b>	<b>69,970.00</b>	<b>0.00</b>	<b>69,970.00</b>



MASTERING/DELIVERY						
Digital Cinema Package (in minutes)	86	15.00	3,000.00	1,862.50	1,862.50	1,000.00
DCP & CRU Drives	1	350.00	350.00	350.00	350.00	0.00
Postage/Delivery Edit/Fests/Calif			1,000.00	1,000.00	713.79	286.21
Facility Rental, Chicago Filmmakers	2	150.00	300.00	300.00	150	150.00
Transcription & Closed Caption			1,690.00	1,690.00	0.00	1,690.00
Continuity Lists (Dialogue & Spotting)						
Blu Ray/DVD Authoring			1,000.00	1,000.00	0.00	500.00
MARKETING						
Posters - small (Indiegogo)	200	1.50	300.00	300.00	279.33	0.00
One Sheet Poster (Indiegogo)	200	3.83	766.00	766.00	794.31	0.00
Postcards (Indiegogo)	1500	0.29	435.00	435.00	468.33	0.00
Lobby Cards Yow	10	2.78	27.80	29.16	29.16	0.00
Lobby Cards HOA						
Shipping Mailers (Indiegogo)			26.99	26.99	26.99	0.00
Shipping Box, Tube, Tape (Indiegogo)			192.18	192.18	192.18	0.00
T-Shirts (Indiegogo)			1,531.40	1,531.40	1,531.40	0.00
Website Development & Renewals			1,000.00	507.96	507.96	492.04
BluRay/DVD Screeners (adjust/needed)	200	5.00	1,000.00	1,000.00	0.00	1,000.00
Postage & Delivery (REV 1/16/19)			970.26	970.26	970.26	0.00
Festival Submissions (REV 1/14/19)			3,500.00	3,500.00	3394.14	105.86
Theatre Rental			1,894.00	1,894.00	1,894.00	0.00
Publicist Sitli Sidelines	1	500.00	500.00	500.00	500.00	0.00
Advertising Facebook			247.64	247.64	247.64	0.00
Printing Additional Office/Kinkos			100.00	100.00	8.88	91.12
Parking			100.00	100.00	51.00	49.00
PROFESSIONAL SERVICES						
Legal, LLC Setup (Leavans)			695.10	695.10	695.10	0.00
Title Clearance (Clearance Unlimited)			375.00	375.00	375.00	0.00
E&O Insurance (HUB)			3,250.00	3,250.00	3,250.00	0.00
Sales Consultant/Agent (Stacey Parks)			3,500.00	3,500.00	3,500.00	0.00
Accounting, & Annual Report LLC	10 yrs		6,000.00	6,000.00	556.50	5,443.50
Bank Finance Charges			600.00	600.00	87.01	512.99
Taxes (TBD)			5,000.00	5,000.00	0.00	5,000.00



POST PRODUCTION SUB-TOTAL		\$265,339.53	\$187,391.01	\$101,656.66	\$82,807.36
Indiegogo Net Balance DEDUCTION				\$25,625.43	
		ESTIMATED	ACTUAL	CARLSON	
POST PRODUCTION TOTAL		265,339.53	\$187,391.01	\$76,031.23	
PRODUCTION & POST SUBTOTAL		\$350,892.02	\$200,432.48	\$86,672.70	\$82,807.36
Contingency (15%)		\$52,633.80	\$30,064.87	\$13,000.91	\$12,421.10
GRAND TOTAL		\$403,525.82	\$230,497.35	\$99,673.61	\$95,228.46

Film Budget      Actual      Carlson      Remaining  
 Real Value      Cost to Make      Grand Total      Costs

DESCRIPTION	UNITS	RATE	ESTIMATED	ACTUAL	CARLSON	REMAINING
STOCK FOOTAGE & PFX TOE						
Archive PUC Lucas & Co. (1930s)			100.00	100.00		
Archive PUC Home Henry (1930s)			750.00	750.00		
Archive PUC Goldman			500.00	500.00		
Archive PIX Cine			75.00	75.00		
Archive Home Found (1974-1980)			500.00	500.00		
STOCK Home (thru 05/2017)			600.00	600.00		
STOCK Home (thru 05/2018)			180.00	180.00		
STOCK Video Books (thru 02/2018)			240.00	240.00		
STOCK Video Books			225.00	225.00		
<b>Grand Total</b>			<b>2,800.00</b>	<b>2,800.00</b>	<b>0.00</b>	<b>0.00</b>



# EXHIBIT “W”





**Film Foetus**  
 216 Myrtle Street, Winne  
 Email dpcarlson@fil

October 8th, 2018

Michal Story  
 11908 Darlington Ave., #303  
 Los Angeles, CA 90049

Dear Michal:

Hope all is well with you.

Here are some updates on the documentary JOE FRANK – SOMEWHERE OUT THERE.

**FILM FESTIVALS:** Since November of 2017 I have submitted to 60 festivals worldwide and to date only the Sonoma International Film Festival, the Wisconsin Film Festival and NewFilmmakers Los Angeles have accepted the film. The Los Angeles screening just came together and will be on Saturday, December 1<sup>st</sup>. If you would like to attend the screening with a guest I can set aside a pair of tickets for you when they become available. Please let me know by email by November 16<sup>th</sup> if you would like to attend.

**POTENTIAL DISTRIBUTION:** To date, there have been a couple of distributors who have expressed an interest in releasing the film – Indican Pictures and Gravitas Ventures. Of the two, Gravitas Ventures has the better platform for global distribution and is my current favorite to consider. Types of distribution would include cable video on-demand "VOD", subscription video on-demand "Netflix/Amazon Prime/Hulu", electronic sell through and electronic rental platforms around the world.

**MUSIC LICENSING:** Our Music Supervisor Brooke Wentz (The Rights Workshop) has been working diligently to clear 25 songs in the film (about 50 licenses total.) This has involved contacting and negotiating different licensing Step Agreements with major studios, independent labels, publishers and artists worldwide. Film Festival Rights for one year have been negotiated and paid for, but in order for the film to be widely distributed by a company like Gravitas, all of the music licensing in the film must be cleared in advance for worldwide territories excluding theatrical for a minimum 12 years or in perpetuity. The music licensing fees for that type of future distribution is estimated at \$75,000.

**FINANCING:** To date, on the post-production alone I have invested over \$70,000 of my own cash into the film. At this point, I need to find an investor to cover the \$75K for music licensing so the film can be distributed.

Sincerely,

DP Carlson  
 Producer/Director

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com).  
 LOS ANGELES, CA 90049

**OFFICIAL USE**

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.50
Total Postage and Fees	\$6.70

Sent To: Michal Story  
 Street and Apt. No., or PO Box No. 11908 Darlington Ave. #303  
 City, State, ZIP+4® Los Angeles CA 90049

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

0093  
 10/10/2018  
 POSTMARK HERE

7015 0640 0000 1171 7553



# EXHIBIT “X”



Film Foetus, Inc.  
 216 Myrtle Street, Winnetka, Illinois 60093  
 Email dpcarlson@filmfoetus.com

December 05, 2019

Michal Story  
 11908 Darlington Ave., #303  
 Los Angeles, CA 90049  
 storyseen@gmail.com

Sales Report Update, 12-05-2019

Dear Michal:

Since my last correspondence there has been an update in sales from Quiver. Enclosed is an updated Sales Report that reflects everything to date.

Sincerely,

DP Carlson  
 Producer/Director

### QUIVER SALES

For more information about Quiver Finances, [click here](#).

#### Film Foetus, Inc. Financial Reporting - Payments From January 2016 Only

Total Earned	Total Net Paid	Total Deductions	Total Outstanding	Total Titles
<b>\$337.88</b>	<b>\$337.88</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>1</b>
				Avg. Earnings/Title
				<b>\$337.88</b>

Last 3 payments received

Build Report

Transaction Date	Description	Transactions/Minutes	Type	Gross Amount	Balance
12/04/2019	PD 20191129 TransactionId # 637110156895658120	1	Payment	(\$111.62)	\$0.00
11/26/2019	Microsoft Sep 2019	1	Revenue	\$2.79	\$111.62
11/26/2019	Google Play Sep 2019	6	Revenue	\$26.30	\$108.83
11/23/2019	iTunes Sep 2019	17	Revenue	\$82.53	\$82.53
11/02/2019	PD 20191031 TransactionId # 637082505664822742	1	Payment	(\$226.26)	\$0.00
10/25/2019	Microsoft Aug 2019	1	Revenue	\$2.79	\$226.26
10/18/2019	iTunes Aug 2019	35	Revenue	\$223.47	\$223.47








VIMEO SALES:



Payment for August 2019

On Sep 26, 2019 we paid \$177.37 to your PayPal account ([info@joefrankmovie.com](mailto:info@joefrankmovie.com)).

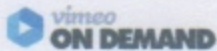
Title	Sales	Gross Revenue	Transaction Cost	VAT	Vimeo Fee	Net Revenue
 Joe Frank - Somewhere Out There 1 month ago	24	\$214.70	\$10.52	\$7.16	\$19.85	\$177.37
<b>Totals</b>	<b>24</b>	<b>\$214.70</b>	<b>\$10.52</b>	<b>\$7.16</b>	<b>\$19.85</b>	<b>\$177.37</b>
Net Revenue:						\$177.37
Total Payout:						\$177.37

Visit your [stats dashboard](#) to view all purchase activity, or go to your [payments page](#) for more details.

[Go to payments page](#)


Questions? Reply to this email and our support team will get back to you ASAP.

LOVE,  
Vimeo



Payment for September 2019

On Oct 29, 2019 we paid \$16.63 to your PayPal account ([info@joefrankmovie.com](mailto:info@joefrankmovie.com)).

Title	Sales	Gross Revenue	Transaction Cost	VAT	Vimeo Fee	Net Revenue
 Joe Frank - Somewhere Out There 3 months ago	3	\$23.02	\$1.16	\$3.38	\$1.85	\$16.63
<b>Totals</b>	<b>3</b>	<b>\$23.02</b>	<b>\$1.16</b>	<b>\$3.38</b>	<b>\$1.85</b>	<b>\$16.63</b>
Net Revenue:						\$16.63
Total Payout:						\$16.63

Visit your [stats dashboard](#) to view all purchase activity, or go to your [payments page](#) for more details.

[Go to payments page](#)

Questions? Reply to this email and our support team will get back to you ASAP.


LOVE,  
Vimeo





### Payment for October 2019

On Nov 26, 2019 we paid \$27.94 to your PayPal account (info@joefrankmovie.com)

Title	Sales	Gross Revenue	Transaction Cost	VAT	Vimeo Fee	Net Revenue
 Joe Frank - Somewhere Out There 4 months ago	4	\$34.11	\$1.87	\$1.20	\$3.10	\$27.94
<b>Totals</b>	<b>4</b>	<b>\$34.11</b>	<b>\$1.87</b>	<b>\$1.20</b>	<b>\$3.10</b>	<b>\$27.94</b>
<b>Net Revenue:</b>						<b>\$27.94</b>
<b>Total Payout:</b>						<b>\$27.94</b>

Visit your [state dashboard](#) to view all purchase activity, or go to your [payments page](#) for more details.

[Go to payments page](#)

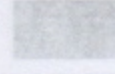
Questions? Reply to this email and our support team will get back to you ASAP.

LOVE,  
Vimeo



### Payment for September 2019

On Oct 01, 2019 we paid \$18.83 to your PayPal account (info@joefrankmovie.com)

Title	Sales	Gross Revenue	Transaction Cost	VAT	Vimeo Fee	Net Revenue
 Joe Frank - Somewhere Out There	3	\$20.00	\$1.00	\$0.50	\$1.50	\$18.00
<b>Totals</b>	<b>3</b>	<b>\$20.00</b>	<b>\$1.00</b>	<b>\$0.50</b>	<b>\$1.50</b>	<b>\$18.00</b>
<b>Net Revenue:</b>						<b>\$18.00</b>
<b>Total Payout:</b>						<b>\$18.83</b>

Visit your [state dashboard](#) to view all purchase activity, or go to your [payments page](#) for more details.

[Go to payments page](#)

Questions? Reply to this email and our support team will get back to you ASAP.

LOVE,  
Vimeo





Film Foetus, Inc.  
216 Myrtle Street, Winnetka, Illinois 60093  
Email [dpcarlson@filmfoetus.com](mailto:dpcarlson@filmfoetus.com)

February 18, 2020

Michal Story  
11908 Darlington Ave., #303  
Los Angeles, CA 90049  
[storyseen@gmail.com](mailto:storyseen@gmail.com)

FILM UPDATE: WI Public Television

Dear Michal:

Wisconsin Public Television (PBS-Madison) has expressed an interest in broadcasting the documentary "Joe Frank – Somewhere Out There." The licensing term is for one year with two broadcast screenings with linear live streaming within the broadcast territory commencing on 04/01/2020 and ending on 03/31/2021.

The film will most likely screen twice between May-July of 2020. The license fee they offered is for \$500 and would be paid to Joe Frank Movie, LLC.

If you have any questions or suggestions, please reply within 10 business days of receipt of this letter.

Sincerely,

DP Carlson  
Producer/Director

**Tracking**  
→





Film Foetus, Inc.  
 216 Myrtle Street, Winnetka, Illinois 60093  
 Email dpcarlson@filmfoetus.com

June 01, 2020

Michal Story  
 11908 Darlington Ave., #303  
 Los Angeles, CA 90049  
 storyseen@gmail.com

*PRIORITY MAIL 6/1/20*  
*9505 5130 0338 0153 3552 91*

Sales Report & Film Update

*DNE on 6/4*

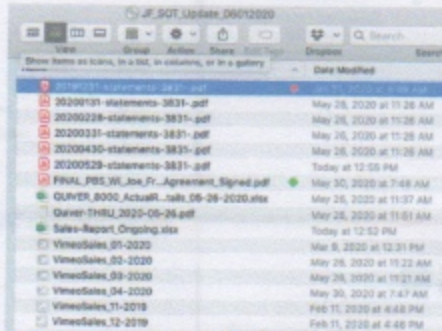
Dear Michal:

Enclosed is an updated Sales Report that reflects everything to date with sales on the documentary JOE FRANK-SOMEWHERE OUT THERE. There are only 2 vendors who report VOD sales:

1. Vimeo
2. Quiver (Amazon, Microsoft, Google Play, iTunes)

Included in this letter is a CD (JF\_SOT\_Update\_06012020) with documents related to VOD reporting and statements for Joe Frank Movie, LLC. They are all basic PDF, Word and Excel files.

- Sales-Report\_Ongoing.xlsx
- Vimeo Sales Reports – Nov 2019 THRU May 2020
- Quiver Sales Reports – THRU 05-26-2020 - Excel & PDF
- JF LLC Bank Statements PDF – Dec 2019 THRU May 2020
- WI Public TV Agreement PDF



Also included is an executed Agreement from WI Public TV. When information about potential airdate(s) become available I will let you know.

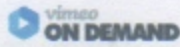
I will continue to generate interest in the film through social media when it is appropriate to do so. If you wish for the film to find a larger audience, you are always welcome to post links related to the film's VOD release on joe frank.com or on any form of social media where Joe Frank's audience might be interested in the project.

Sincerely,

DP Carlson  
 Producer/Director




VIMEO SALES 11/2019- 04/2020:



Payment for November 2019

Because Vimeo HC will be closed at the end of the month for the holidays, we've issued your November payment a bit early. On Dec 18, 2019 we paid \$36.40 to your PayPal account ([info@joefrankmovie.com](mailto:info@joefrankmovie.com)).

Title	Sales	Gross Revenue	Transaction Cost	VAT	Vimeo Fee	Net Revenue
 Joe Frank - Somewhere Out There 4 months ago	9	\$47.04	\$2.85	\$3.99	\$4.02	\$36.40
<b>Totals</b>	<b>9</b>	<b>\$47.04</b>	<b>\$2.85</b>	<b>\$3.99</b>	<b>\$4.02</b>	<b>\$36.40</b>
						Net Revenue: \$36.40
						<b>Total Payout: \$36.40</b>

Visit your [stats dashboard](#) to view all purchase activity, or go to your payments page for more details.

[Go to payments page](#)


Questions? Reply to this email and our support team will get back to you ASAP.

LOVE,  
Vimeo



Payment for December 2019

On Jan 29, 2020 we paid \$6.71 to your PayPal account ([info@joefrankmovie.com](mailto:info@joefrankmovie.com)).

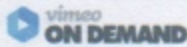
Title	Sales	Gross Revenue	Transaction Cost	VAT	Vimeo Fee	Net Revenue
 Joe Frank - Somewhere Out There 6 months ago	2	\$8.95	\$0.53	\$0.97	\$0.74	\$6.71
<b>Totals</b>	<b>2</b>	<b>\$8.95</b>	<b>\$0.53</b>	<b>\$0.97</b>	<b>\$0.74</b>	<b>\$6.71</b>
						Net Revenue: \$6.71
						<b>Total Payout: \$6.71</b>

Visit your [stats dashboard](#) to view all purchase activity, or go to your payments page for more details.

[Go to payments page](#)


Questions? Reply to this email and our support team will get back to you ASAP.

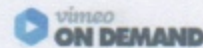
LOVE,  
Vimeo



Payment for January 2020


On Feb 27, 2020 we paid \$6.72 to your PayPal account ([info@joefrankmovie.com](mailto:info@joefrankmovie.com)).

Title	Sales	Gross Revenue	Transaction Cost	VAT	Vimeo Fee	Net Revenue
 Joe Frank - Somewhere Out There 7 months ago	2	\$7.98	\$0.52	\$0.74	\$0.74	\$6.72
<b>Totals</b>	<b>2</b>	<b>\$7.98</b>	<b>\$0.52</b>	<b>\$0.74</b>	<b>\$0.74</b>	<b>\$6.72</b>
						Net Revenue: \$6.72
						<b>Total Payout: \$6.72</b>



Payment for February 2020

On Mar 26, 2020 we paid \$20.59 to your PayPal account ([info@joefrankmovie.com](mailto:info@joefrankmovie.com)).

Title	Sales	Gross Revenue	Transaction Cost	VAT	Vimeo Fee	Net Revenue
 Joe Frank - Somewhere Out There 7 months ago	6	\$24.86	\$1.55	\$0.45	\$2.27	\$20.59
<b>Totals</b>	<b>6</b>	<b>\$24.86</b>	<b>\$1.55</b>	<b>\$0.45</b>	<b>\$2.27</b>	<b>\$20.59</b>
						Net Revenue: \$20.59
						<b>Total Payout: \$20.59</b>



Payment for March 2020


On Apr 28, 2020 we paid \$3.37 to your PayPal account ([info@joefrankmovie.com](mailto:info@joefrankmovie.com)).

Title	Sales	Gross Revenue	Transaction Cost	VAT	Vimeo Fee	Net Revenue
 Joe Frank - Somewhere Out There 8 months ago	1	\$3.99	\$0.25	\$0.37	\$0.37	\$3.37
<b>Totals</b>	<b>1</b>	<b>\$3.99</b>	<b>\$0.25</b>	<b>\$0.37</b>	<b>\$0.37</b>	<b>\$3.37</b>
						Net Revenue: \$3.37
						<b>Total Payout: \$3.37</b>



Payment for April 2020

On May 29, 2020 we paid \$40.14 to your PayPal account ([info@joefrankmovie.com](mailto:info@joefrankmovie.com)).

Title	Sales	Gross Revenue	Transaction Cost	VAT	Vimeo Fee	Net Revenue
 Joe Frank - Somewhere Out There 10 months ago	8	\$51.40	\$2.73	\$4.08	\$4.45	\$40.14
<b>Totals</b>	<b>8</b>	<b>\$51.40</b>	<b>\$2.73</b>	<b>\$4.08</b>	<b>\$4.45</b>	<b>\$40.14</b>
						Net Revenue: \$40.14
						<b>Total Payout: \$40.14</b>



[Total Earnings - Monthly](#)   
 [iTunes Estimated Sales - Daily](#)   
 [Payments](#)   
 [Detailed Actual Earnings - Monthly](#)

For more information about Quiver Finances, [click here](#).

### Film Foetus, Inc. Financial Reporting - Payments

From January 2016 Only

<b>Total Earned</b> <b>\$1,799.96</b>	<b>Total Net Paid</b> <b>\$1,799.94</b>	<b>Total Deductions</b> <b>\$0.00</b>	<b>Total Outstanding</b> <b>\$0.02</b>	Total Titles <b>1</b> Avg. Earnings/Title <b>\$1,799.96</b>
--	--	--	---	--

All Time

Build Report

Transaction Date	Description	Transactions/Minutes	Type	Gross Amount	Balance
05/07/2020	PD 20200501 TransactionId # 637244074502379785	1	Payment	(\$344.82)	\$0.00
05/01/2020	iTunes Feb 2020	7	Revenue	\$37.54	\$344.82
05/01/2020	Microsoft Jan 2020	1	Revenue	\$12.97	\$307.28
05/01/2020	Amazon Direct Dec 2019	37	Revenue	\$132.06	\$294.31
05/01/2020	Amazon Direct Nov 2019	31	Revenue	\$70.29	\$162.25
04/30/2020	Google Play Feb 2020	16	Revenue	\$91.96	\$91.96
04/02/2020	PD 20200401 TransactionId # 637213885175725952	1	Payment	(\$158.59)	\$0.00
04/01/2020	Google Play Jan 2020	13	Revenue	\$43.16	\$158.59
03/13/2020	iTunes Jan 2020	12	Revenue	\$78.65	\$115.43
03/10/2020	Google Play Dec 2019	10	Revenue	\$36.78	\$36.78
03/10/2020	PD 20200303 TransactionId # 637194043246588552	1	Payment	(\$210.37)	\$0.00
03/25/2020	Amazon Direct Oct 2019	50	Revenue	\$182.50	\$210.37
02/21/2020	iTunes Dec 2019	8	Revenue	\$47.87	\$47.87
02/03/2020	PD 20200203 TransactionId # 637163702381946410	1	Payment	(\$748.28)	\$0.00
01/31/2020	Google Play Nov 2019	8	Revenue	\$30.98	\$748.28
01/31/2020	Amazon Direct Sep 2019	145	Revenue	\$453.94	\$717.30
01/30/2020	Google Play Oct 2019	6	Revenue	\$20.70	\$263.36
01/19/2020	Amazon Direct Aug 2019	42	Revenue	\$102.00	\$242.66
01/19/2020	Microsoft Oct 2019	1	Revenue	\$2.79	\$140.66
01/19/2020	iTunes Nov 2019	5	Revenue	\$75.79	\$137.87
12/19/2019	iTunes Oct 2019	13	Revenue	\$62.08	\$62.08
12/04/2019	PD 20191229 TransactionId # 63710156895658120	1	Payment	(\$111.62)	\$0.00

[Expand All Nodes](#)   
 [Export to Excel](#)









**"JOE FRANK: SOMEWHERE OUT THERE"  
LICENSE AGREEMENT**

This license agreement ("Agreement") is made effective 2/17/2020 by and between the University of Wisconsin-Madison, **PBS Wisconsin**, 821 University Avenue, Madison, WI 53706 ("Licensee") and Joe Frank Movie, LLC, 216 Myrtle St., Winnetka, IL 60093, Dave Carlson ("Producer"), and Michal Story ("co-Producer").

Producer hereby grant Licensee nonexclusive broadcast and Linear Live Streaming rights to the [85-minute] film "*Joe Frank: Somewhere Out There*", commencing on 04/01/2020 and ending on 03/31/2021, for inclusion in Licensee's program introducing viewers to Wisconsin independent filmmakers, now known as *Director's Cut* ("Program"). Broadcast rights include releases on any Licensee channel. Any broadcast of Film under this Agreement will be at Licensee's sole discretion. Linear Live Streaming is any service the end user is accessing via the internet where Program is transmitted on a substantially concurrent, linear basis with the broadcast signal of Program accessed from any internet-capable device including, but not limited to, applications on phones, computers and portable devices offered by Licensee and/or third party over-the-top applications. Linear Live Streaming shall be geo-blocked and geo-filtered to Licensee's broadcast territory and Program will not be available for download.

Producer hereby warrants and represents that Producer owns or has obtained all rights, clearances and/or licenses necessary to grant the rights detailed herein to Licensee. Producer and co-Producer are equal joint owners of the copyright of Film. The Wisconsin Educational Communications Board and the Board of Regents of the University of Wisconsin System own the copyright to Program, inclusive of Film clips.

Producer will provide a copy of Film to Licensee no later than four weeks before first scheduled broadcast). Producers will provide a closed-captioned copy of Film for both broadcast and Linear Live Streaming.

Licensee retains the right to enhance the audio of Film and to edit or alter any language or imagery that does not meet Licensee, PBS or FCC guidelines governing profanity, obscenity and/or indecency. Producer agrees to work with Licensee to modify credits as necessary to comply with PBS and Licensee funding guidelines.

Licensee agrees to run a simple, standardized 15-second tag at the end of Film to promote Film (per public television guidelines) and Licensee will produce this tag if Producer is unable to do so.

Licensee may also provide Producer with a clip or clips from the 30-minute interview segment of Program to be used by Producer for promotional purposes on websites and social media sites.

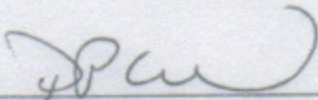


Producer agrees to acknowledge Licensee and Program when using the clip(s) and to promote the date and time of broadcast.

The one-time license fee associated with the rights granted herein is \$500. Producer shall submit a properly completed W9 and invoice when or after Film is forwarded to Licensee. Licensee will pay Producer net 30 days after receipt of the W9 and invoice or per ss 16.528, Wis. Stats.

I warrant and represent that I am lawfully authorized to sign this document and grant the rights described herein on behalf of Producer.

**FOR PRODUCER and CO-PRODUCER:**

 3/17/2020  
Signature Date

Please Print:

David P. Carlson Producer  
Name Title

**FOR LICENSEE:**

Digitally signed by  
Lyman Fuson 5/28/2020 | 10:28 AM CDT  
Signature Date

Please Print:

Lyman Fuson Assistant Director, Purchasing Services  
Name Title





Film Foetus, Inc.  
 216 Myrtle Street, Winnetka, Illinois 60093  
 Email dpcarlson@filmfoetus.com

June 12, 2020

Michal Story  
 11908 Darlington Ave., #303  
 Los Angeles, CA 90049  
 storyseen@gmail.com

*TRACKING  
 9505 5130 0336 0164 3845 96*

RE: Sales Report Follow-Up

Dear Michal:

I received your email 'thanks for the CD' from 6/11/2020.

Regarding your request, I have already sent you the financial statements from the bank. They are on the CD you received for the June 1<sup>st</sup> Update. There were PDFs on the CD from Dec 2019-May 2020.

All of the PayPal deposits from Vimeo are also posted in the bank's statements. The specific PayPal Transaction History is included here.

The Budget has been updated and is included here along with receipts. There have been very few expenditures during this 6-month time frame – mostly minor postal receipts from mail I have sent to you and some accounting related to 2019 (1099's to vendors/music licensors/filings). As always, if you have any questions please let me know.

CD "SalesReportFollowUP\_06-12-20" included containing these documents:

Name	Date Modified	Size	Kind
Budget_JF_06_01_2020.xlsx	6:14 PM	23 KB	Microsoft E...book (.xlsx)
▼ BUDGET_NEW_Receipts_06-01-2020	5:32 PM	--	Folder
▼ 30_Postage-Delivery_FedEx	4:53 PM	--	Folder
FedEx_Quiver_06-04_19	4:48 PM	91 KB	PNG image
▼ 31_Advertising_Facebook	4:53 PM	--	Folder
FB_AD_9-30-19	9/30/19	90 KB	PNG image
▼ 34_Postage USPS-FedEx	5:36 PM	--	Folder
34_Postage USPS-FedEx.pdf	5:35 PM	4.5 MB	Adobe PDF document
▼ 45_Accounting	5:23 PM	--	Folder
45_Accounting_1099.pdf	5:19 PM	511 KB	Adobe PDF document
PayPal_Transactions_12-19-19_05-30-20.PDF	4:17 PM	90 KB	Adobe PDF document

Sincerely,

DP Carlson  
 Producer/Director



# Transaction History

November 28, 2019 through June 11, 2020



Joe Frank Movie, LLC  
info@joe frankmovie.com

Date	Description	Status	Currency	Gross	Fee	Net
12/19/2019	Mass Pay Payment: Vimeo, Inc. ID: 8KK64738P31867152	Completed	USD	36.40	0.00	36.40
01/29/2020	Mass Pay Payment: Vimeo, Inc. ID: 4GV65588B2873754X	Completed	USD	6.71	0.00	6.71
02/11/2020	General Withdrawal ID: 40P41986D26384810	Completed	USD	-43.11	0.00	-43.11
02/27/2020	Mass Pay Payment: Vimeo, Inc. ID: 34488456F8780363E	Completed	USD	6.72	0.00	6.72
03/09/2020	General Withdrawal ID: 26Y776767L5623334	Completed	USD	-6.72	0.00	-6.72
03/26/2020	Mass Pay Payment: Vimeo, Inc. ID: 5D304941G20144800	Completed	USD	20.59	0.00	20.59
04/28/2020	Mass Pay Payment: Vimeo, Inc. ID: 7WN182254N244751F	Completed	USD	3.37	0.00	3.37
05/05/2020	General Withdrawal ID: 6G976208YP889620L	Completed	USD	-23.96	0.00	-23.96
05/29/2020	Mass Pay Payment: Vimeo, Inc. ID: 5JX342278D672362B	Completed	USD	40.14	0.00	40.14
05/30/2020	General Withdrawal ID: 9R573882S2624982C	Completed	USD	-40.14	0.00	-40.14



PRODUCTION (SHOOTING)					
CREW	DAYS	RATE	ESTIMATED	ACTUAL	FF FUNDED
Producer (Pre & Post)	20	500.00	10,000.00	0.00	0.00
Director/Camera	22	900.00	19,800.00	0.00	0.00
Associate Producer	20	400.00	8,000.00	0.00	0.00
Camera Operator	24	600.00	14,400.00	0.00	0.00
Sound Engineer	3	400.00	1,200.00	0.00	0.00
Grip	1	350.00	350.00	0.00	0.00
Production Assistant	2	200.00	400.00	0.00	0.00
<b>EQUIPMENT RENTAL</b>					
HD Camera Package	31	400.00	12,400.00	1,881.00	1,881.00
DSLR Camera Package	6	500.00	3,000.00	1,040.00	1,040.00
Sound Rental	31	75.00	2,325.00	0.00	0.00
Lighting Rental	22	75.00	1,650.00	0.00	0.00
Grip Rentals (Cart)			92.00	92.00	92.00
<b>TRAVEL</b>					
Airfare			2,500.00	504.25	504.25
Baggage Fees			815.00	815.00	815.00
Hotel			2,719.61	2,719.61	2,719.61
Hotel ,(Joe Frank/Story EXPENSE)			400.00	400.00	0.00
Hotel NYC, Hotel & Airfare (Mike Weber)			2,000.00	2,000.00	0.00
Car Rental			565.14	565.14	565.14
Crew Meals			1,000.00	1,027.37	1,027.37
Cabs, Parking, Gas, Tolls			534.42	534.42	534.42
<b>FEES</b>					
Materials			113.32	113.32	113.32
Location Fees			780.00	780.00	780.00
Postage			369.39	369.36	369.36
Office Supply			200.00	200.00	200.00
<b>PRODUCTION TOTAL (SHOOTING):</b>			<b>\$85,613.88</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>

Normal Cost if Crew Had Been Paid      Actual Cost of Production Shoot      Film Foetus Cash Funded In-Kind



	POST-PRODUCTION	DAYS	RATE	ESTIMATED	ACTUAL	FF FUNDED	REMAINING
<b>EDITORIAL</b>							
1	Graphics Package (Kobeluch)	FLAT	3,000.00	3,000.00	200.00	200.00	0.00
2	Hard Drives, Safe Harbor			1,198.00	1,198.00	1,198.00	0.00
3	Materials BackUpDrive BestBuy 3/4/18		61.44	61.44	61.44	61.44	0.00
4	Meals			573.73	573.73	573.73	0.00
5	Off-Line Editing/Transfer & Log	2 week	5,000.00	10,000.00	0.00	0.00	0.00
5	Off-Line Editor w System	6 weeks	5,000.00	30,000.00	0.00	0.00	0.00
7	On Line Supervision	5 weeks	2,000.00	10,000.00	0.00	0.00	0.00
8	On-Line Editor w System (Patay Post)	3 weeks	4,000.00	15,000.00	12,000.00	12,000.00	0.00
9	OnLine/ Color Correction (Patay Post)	2 weeks	5,000.00	10,000.00	8,000.00	8,000.00	0.00
10	Sound Mix Final (Staley)	1 week	5,000.00	5,000.00	2,000.00	2,000.00	0.00
<b>STOCK FOOTAGE &amp; PHOTOS</b>							
11	Archival PIX: Goldstein		1	500.00	500.00	500.00	0.00
12	Archival PIX: Laufer & DiaPaolo		2	800.00	1,600.00	1,600.00	0.00
13	Archival PIX: Other		1	75.00	75.00	75.00	0.00
14	Archival PIX: Raimi, Henry, Morgenst.		3	250.00	750.00	750.00	0.00
15	STOCK: Dissolve			160.00	160.00	160.00	0.00
16	STOCK: Pond5 (thru 05/2019)			7,667.16	7,667.16	7,667.16	0.00
17	STOCK: Shutterstock			295.00	295.00	295.00	0.00
18	STOCK: Video Blocks			841.00	841.00	841.00	0.00
<b>MUSIC LICENSING</b>							
19	Music Clearance: Jack Kornfield			250.00	250.00	250.00	0.00
20	Music Clearances, (All Media, 5/16/19)			61,983.45	61,983.45	61,983.45	0.00
21	Music Clearances, (Buyout, 5/16/19)			9,000.00	7,000.00	7,000.00	2,000.00
22	Music Clearances, (Festival, 5/16/19)			15,371.16	15,371.16	15,371.16	0.00
23	Music Supervisor, Rights Wkshp			15,550.00	15,550.00	15,550.00	0.00
<b>MASTERING/DELIVERY</b>							
24	Blu Ray Authoring/Replic. (1K author)	1000	5.25	5,250.00	5,250.00	0.00	5,250.00
25	Closed Captions (Rev.com)			85.00	85.00	85.00	0.00
26	DCP Creations & CRU Drives		500.00	500.00	500.00	500.00	0.00
27	Digital Cinema Package (Chicago HD)			2,662.50	2,662.50	2,662.50	0.00
28	DVD Authoring/Replication (1K author)	500	4.00	2,000.00	2,000.00	0.00	2,000.00
29	Facility Rental, Chicago Filmmakers	1	150.00	150.00	150.00	150.00	0.00
30	Postage/Delivery FedEx (REV 6/1/20)			342.35	342.35	342.35	0.00
<b>MARKETING</b>							
31	Advertising Facebook, NFNY (REV 6/1/20)			920.20	920.20	920.20	172.03
32	Festival Submissions (REV 9/9/19)			3,394.14	3,394.14	3,394.14	0.00
33	Parking & Transportation			200.00	188.85	188.85	0.00
34	Postage USPS-FedEx (REV 6/1/20)			1,369.49	1,369.49	1,369.49	117.40
35	Printing Fed Ex Office/Kinkos			138.23	138.23	138.23	0.00
36	Shipping Box, Tube, Tape (Indiegogo)			192.18	192.18	192.18	0.00
37	Shipping Mailers (Indiegogo)			26.99	26.99	26.99	0.00
38	T-Shirts (Indiegogo)			1,531.40	1,531.40	1,531.40	0.00
39	Theatre Rental (CUFF-Davis)			1,894.00	1,894.00	1,894.00	0.00
40	Tickets, Cast & Crew			908.05	908.05	908.05	0.00
41	Uprinting, One Sheet Poster (Indiegogo)	400	1.98	794.31	794.31	794.31	0.00
42	Uprinting, Postcards (Indiegogo)	1500	0.31	463.33	468.33	468.33	0.00
43	Uprinting, Posters - small (Indiegogo)	200	1.39	279.33	279.33	279.33	0.00
44	Website Deve. & I Renew (REV 6/1/20)			1,000.00	632.76	632.76	367.24



<b>PROFESSIONAL SERVICES</b>							
45	Accounting, JF LLC, Annual (REV 06/01/20)	10 yrs	375.00	3,750.00	876.35	876.35	2,557.80
46	Aggregator, Quiver Digital			3,710.00	3,710.00	3,710.00	0.00
47	Bank Fees/Wires (REV 010/30/2019)			1,009.00	1,009.00	1,009.00	1,665.00
48	E&O Insurance (HUB, Currently 3 yrs)	10 yrs	1,082.25	10,822.50	3,250.00	3,250.00	7,572.50
49	Legal: FairUse, Copyr. Donaldson+Callif			5,000.00	5,000.00	5,000.00	0.00
50	Legal: LLC Setup (Leavans)			695.10	695.10	695.10	0.00
51	Legal: IL SState Filings (Menkes) 06/01/20	10 yrs	375.00	3,750.00	700.00	700.00	3,050.00
52	Producer: Licensing/Distr/Exhibition	90 Days	500.00	45,000.00	0.00	0.00	0.00
53	Publicist: Sitli Sidelines			500.00	500.00	500.00	0.00
54	Sales Consultant/Agent (Stacey Parks)			3,500.00	3,500.00	3,500.00	0.00
55	Taxes (Estimated) (REV 06/01/20)	10 yrs	500.00	5,000.00	5,000.00	0.00	5,000.00
56	Title Clearance (Clearance Unlimited)			375.00	375.00	375.00	0.00
57	<b>POST PRODUCTION SUB-TOTAL</b>			<b>\$304,789.04</b>	<b>\$184,419.50</b>	<b>\$172,169.50</b>	<b>\$29,751.97</b>
58	<b>Indiegogo Crowdfund DEDUCTION</b>					\$20,625.43	
59	<b>Post Crowd. DEDUCTION (8-23-19)</b>					\$6,066.62	
60	<b>POST-PRODUCTION TOTAL</b>			<b>\$304,789.04</b>	<b>\$184,419.50</b>	<b>\$145,477.45</b>	<b>\$29,751.97</b>
62	<b>PRODUCTION TOTAL</b>			<b>\$85,613.88</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>	
64	<b>PRODUCTION &amp; POST SUBTOTAL</b>			<b>\$390,402.92</b>	<b>\$197,460.97</b>	<b>\$156,118.92</b>	<b>\$29,751.97</b>
65	<b>Contingency (15%)</b>						\$4,462.80
66	<b>GRAND TOTAL</b>			<b>\$424,617.69</b>	<b>\$197,460.97</b>	<b>\$145,477.45</b>	<b>\$34,214.77</b>

*Estimated Budget Value of the Film*     
 *Actual Current Budget*     
 *Film Foetus Funded to Date*     
 *Estimated Future Costs*  
 REV 6/1/2020      REV 6/1/2020      REV 6/1/2020      REV 6/1/2020





**Film Foetus, Inc.**  
 216 Myrtle Street, Winnetka, Illinois 60093  
 Email dpcarlson@filmfoetus.com

December 01, 2020

Michal Story  
 11908 Darlington Ave., #303  
 Los Angeles, CA 90049  
 storyseen@gmail.com

*Maries 12/1/2020  
 TRAVELING  
 # 9505 5130 0336 4358  
 (4358)*

RE: Sales Report & Film Update\_12-01-2020

Dear Michal:

Enclosed are documents related to the bi-annual Sales Report for the documentary JOE FRANK-SOMEWHERE OUT THERE:

*Delivered 12/18/20  
 1:23pm  
 in AA Mailbox*

As before, there are only 2 vendors who report VOD sales:

1. Vimeo (via PayPal)
2. Quiver (Amazon, Microsoft, Google Play, iTunes)

The Budget has been updated and is included here along with receipts on the CD-R. There have been very few expenditures during this 6-month time frame – only a postal receipt, website renewal fees, and charges related to the Annual Filing with the State. As always, if you have any questions please let me know.

Included in this letter is a CD-R (JF\_SOT\_Update\_12012020) with budget receipts, documents related to VOD reporting, and bank statements for Joe Frank Movie, LLC. These electronic documents are all basic PDF, PNG and Excel files that have been checked, duplicated and evaluated on this CD-R. If you have any problems with this CD-R, please return it to me via USPS with Delivery Confirmation. Here is an exact image of the CD-R contents:

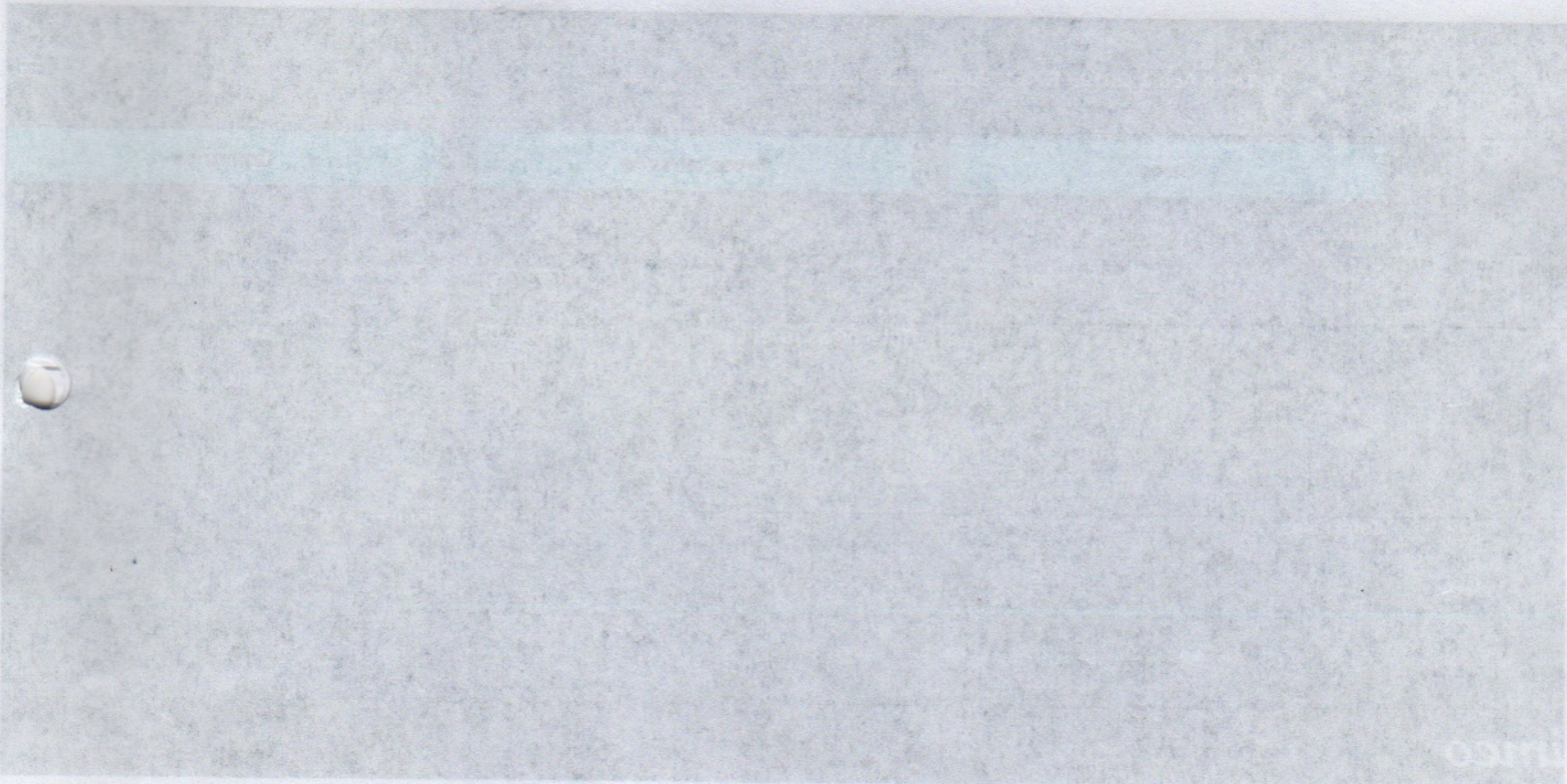
Name	Date Modified	Size	Kind
JF_SOT_Update_12012020	Today at 1:14 PM	--	Folder
BankStatements_June-Nov_2020	Today at 10:52 AM	--	Folder
20200630-statements-3831-.pdf	Today at 10:51 AM	82 KB	PDF Document
20200731-statements-3831-.pdf	Today at 10:51 AM	86 KB	PDF Document
20200831-statements-3831-.pdf	Today at 10:51 AM	81 KB	PDF Document
20200930-statements-3831-.pdf	Today at 10:50 AM	96 KB	PDF Document
20201030-statements-3831-.pdf	Today at 10:50 AM	81 KB	PDF Document
20201130-statements-3831-.pdf	Today at 10:50 AM	79 KB	PDF Document
Budget_NEW_Receipts_12-01-2020	Today at 2:06 PM	--	Folder
34_Postage_Story_6-12-20.pdf	Today at 1:13 PM	126 KB	PDF Document
44_RegisterWeb_8-252020	Today at 1:21 PM	106 KB	PNG image
44_RegisterWeb_9-10-2020	Today at 1:22 PM	97 KB	PNG image
51_L_SecState_AnnualFiling.pdf	Today at 12:29 PM	1.1 MB	PDF Document
51_Menkes_INV1.pdf	Today at 12:31 PM	895 KB	PDF Document
51_Menkes_INV2.pdf	Today at 12:32 PM	882 KB	PDF Document
Budget_JF_12_01_2020.xlsx	Today at 2:06 PM	782 KB	Numbers
SalesReports_12-01-2020	Today at 10:46 AM	--	Folder
QUIVER_9684_ActualRe...Details_12-01-2020.xlsx	Today at 9:55 AM	13 KB	Micros...k (.xlsx)
Quiver_thru_11-19-2020.pdf	Today at 10:31 AM	6.9 MB	PDF Document
Sales-Report_Ongoing.xlsx	Today at 10:43 AM	11 KB	Micros...k (.xlsx)
Vimeo_Sales_THRU_12-01-2020.pdf	Today at 10:40 AM	1.6 MB	PDF Document
Vimeo-PayPalTransHist...June26-Dec1_2020.PDF	Today at 8:59 AM	90 KB	PDF Document



I will continue to generate interest in the film through social media when it is appropriate to do so. If you wish for the film to find a larger audience, you are always welcome to post links related to the film's VOD release on [joe frank.com](http://joe frank.com) or on any form of social media where Joe Frank's audience might be interested in the project.

Sincerely,

DP Carlson  
Producer/Director





I will continue to generate interest in the film through social media when it is appropriate to do so. If you wish for the film to find a larger audience, you are always welcome to post links related to the film's VOD release on Facebook.com or on any form of social media where Joe Frank's audience might be interested in the project.

Sincerely,

DP Carlson  
Producer/Director

View stats: All Time: Aug 4, 2019 - Dec 1, 2020

Sales		Gross revenue		Countries	
USD sales	66	Buy	\$324.14	United States	57
EUR sales	11	Rent	\$287.91	Australia	6
AUD sales	6	Total gross revenue	\$612.05	Netherlands	4
CAD sales	4			Germany	4
GBP sales	4			United Kingdom	4
Total sales	94			Total countries	18

94 \$612.05 1 397 6 3



# Transaction History

June 26, 2020 through December 01, 2020



Joe Frank Movie, LLC  
info@joe frankmovie.com

Date	Description	Status	Currency	Gross	Fee	Net
06/26/2020	Mass Pay Payment: Vimeo, Inc. ID: 9YS1972227876600H	Completed	USD	21.65	0.00	21.65
06/26/2020	General Withdrawal ID: 0EW8424017098823F	Completed	USD	-21.65	0.00	-21.65
07/29/2020	Mass Pay Payment: Vimeo, Inc. ID: 19C51828PC410911W	Completed	USD	10.25	0.00	10.25
08/27/2020	Mass Pay Payment: Vimeo, Inc. ID: 4RV22443GP973714P	Completed	USD	20.10	0.00	20.10
09/09/2020	General Withdrawal ID: 65T18399RT790051J	Completed	USD	-30.35	0.00	-30.35
09/29/2020	Mass Pay Payment: Vimeo, Inc. ID: 17P660792L982935E	Completed	USD	36.55	0.00	36.55
10/28/2020	Mass Pay Payment: Vimeo, Inc. ID: 9AR01461HB481980L	Completed	USD	13.90	0.00	13.90
11/23/2020	Mass Pay Payment: Vimeo, Inc. ID: 66Y91806WE753971R	Completed	USD	28.00	0.00	28.00



For more information about Quiver Finances, [click here.](#)

## Film Foetus, Inc. Financial Reporting - Payments

From January 2016 Only

Total Earned  
**\$2,734.70**

Total Net Paid  
**\$2,711.30**

Total Deductions  
**\$0.00**

Total Outstanding  
**\$23.40**

Total Titles  
**1**  
Avg. Earnings/Title  
**\$2,734.70**

Payments received in 2020

Build Report

Transaction Date	Description	Transactions/Minutes	Type	Gross Amount	Balance
11/19/2020	20201115 TransactionId # 637414245071030454	1	Payment	(\$141.61)	\$0.00
11/07/2020	Amazon Direct Jun 2020	19	Revenue	\$59.50	\$141.61
11/07/2020	Google Play Jun 2020	7	Revenue	\$30.76	\$82.11
11/07/2020	iTunes Aug 2020	9	Revenue	\$51.35	\$51.35
10/14/2020	PD 20201005 TransactionId # 637382498978647064	1	Payment	(\$150.15)	\$0.00
10/02/2020	iTunes Jul 2020	3	Revenue	\$27.30	\$150.15
09/29/2020	Amazon Direct May 2020	39	Revenue	\$122.85	\$122.85
09/05/2020	PD 20200902 TransactionId # 637349284979721806	1	Payment	(\$140.93)	\$0.00
08/31/2020	Amazon Direct Apr 2020	36	Revenue	\$117.22	\$140.93
08/21/2020	iTunes Jun 2020	4	Revenue	\$23.71	\$23.71
08/14/2020	PD 20200731 TransactionId # 637330395064911592	1	Payment	(\$100.09)	\$0.00
07/30/2020	Google Play May 2020	11	Revenue	\$46.00	\$100.09
07/30/2020	Amazon Direct Mar 2020	17	Revenue	\$54.09	\$54.09
07/02/2020	PD 20200630 TransactionId # 637292492025794422	1	Payment	(\$225.54)	\$0.00
06/30/2020	iTunes May 2020	8	Revenue	\$40.31	\$225.54
06/30/2020	Amazon Direct Feb 2020	36	Revenue	\$127.10	\$185.23
06/30/2020	iTunes Apr 2020	9	Revenue	\$38.23	\$58.13
06/30/2020	Google Play Apr 2020	5	Revenue	\$19.90	\$19.90
06/17/2020	PD20200531 TransactionId # 637279500769387576	1	Payment	(\$153.04)	\$0.00
06/01/2020	Google Play Mar 2020	4	Revenue	\$20.00	\$153.04
05/29/2020	Amazon Direct Jan 2020	28	Revenue	\$102.00	\$133.04
05/28/2020	Microsoft Mar 2020	1	Revenue	\$12.97	\$31.04
05/28/2020	iTunes Mar 2020	4	Revenue	\$18.07	\$18.07
05/07/2020	PD 20200501 TransactionId # 637244074502379785	1	Payment	(\$344.82)	\$0.00
05/01/2020	iTunes Feb 2020	7	Revenue	\$37.54	\$344.82
05/01/2020	Microsoft Jan 2020	1	Revenue	\$12.97	\$307.28
05/01/2020	Amazon Direct Dec 2019	37	Revenue	\$132.06	\$294.31
05/01/2020	Amazon Direct Nov 2019	31	Revenue	\$70.29	\$162.25
04/30/2020	Google Play Feb 2020	16	Revenue	\$91.96	\$91.96



PRODUCTION (SHOOTING)					
CREW	DAYS	RATE	ESTIMATED	ACTUAL	FF FUNDED
Producer (Pre & Post)	20	500.00	10,000.00	0.00	0.00
Director/Camera	22	900.00	19,800.00	0.00	0.00
Associate Producer	20	400.00	8,000.00	0.00	0.00
Camera Operator	24	600.00	14,400.00	0.00	0.00
Sound Engineer	3	400.00	1,200.00	0.00	0.00
Grip	1	350.00	350.00	0.00	0.00
Production Assistant	2	200.00	400.00	0.00	0.00
EQUIPMENT RENTAL					
HD Camera Package	31	400.00	12,400.00	1,881.00	1,881.00
DSLR Camera Package	6	500.00	3,000.00	1,040.00	1,040.00
Sound Rental	31	75.00	2,325.00	0.00	0.00
Lighting Rental	22	75.00	1,650.00	0.00	0.00
Grip Rentals (Cart)			92.00	92.00	92.00
TRAVEL					
Airfare			2,500.00	504.25	504.25
Baggage Fees			815.00	815.00	815.00
Hotel			2,719.61	2,719.61	2,719.61
Hotel (Joe Frank/Story EXPENSE)			400.00	400.00	0.00
Hotel NYC, Hotel & Airfare (Mike Weber)			2,000.00	2,000.00	0.00
Car Rental			565.14	565.14	565.14
Crew Meals			1,000.00	1,027.37	1,027.37
Cabs, Parking, Gas, Tolls			534.42	534.42	534.42
FEES					
Materials			113.32	113.32	113.32
Location Fees			780.00	780.00	780.00
Postage			369.39	369.36	369.36
Office Supply			200.00	200.00	200.00
<b>PRODUCTION TOTAL (SHOOTING):</b>			<b>\$85,613.88</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>
			<i>Normal Cost if Crew Had Been Paid</i>	<i>Actual Cost of Production Shoot</i>	<i>Film Foetus Cash Funded In-Kind</i>
31			500.00	500.00	500.00
32			1,304.14	1,304.14	1,304.14
33			196.35	196.35	196.35
34			1,477.34	1,477.34	1,477.34
35			128.23	128.23	128.23
36			192.18	192.18	192.18
37			25.98	25.98	25.98
38			1,531.40	1,531.40	1,531.40
39			1,804.65	1,804.65	1,804.65
40			308.05	308.05	308.05
41			1,000.00	1,000.00	1,000.00



	POST-PRODUCTION	DAYS	RATE	ESTIMATED	ACTUAL	FF FUNDED	REMAINING
	<b>EDITORIAL</b>						
1	Graphics Package (Kobeluch)	FLAT	3,000.00	3,000.00	200.00	200.00	0.00
2	Hard Drives, Safe Harbor			1,198.00	1,198.00	1,198.00	0.00
3	Materials BackUpDrive BestBuy 3/4/18		61.44	61.44	61.44	61.44	0.00
4	Meals			573.73	573.73	573.73	0.00
5	Off-Line Editing/Transfer & Log	2 week	5,000.00	10,000.00	0.00	0.00	0.00
5	Off-Line Editor w System	6 weeks	5,000.00	30,000.00	0.00	0.00	0.00
7	On Line Supervision	5 weeks	2,000.00	10,000.00	0.00	0.00	0.00
8	On-Line Editor w System (Patay Post)	3 weeks	4,000.00	15,000.00	12,000.00	12,000.00	0.00
9	OnLine/ Color Correction (Patay Post)	2 weeks	5,000.00	10,000.00	8,000.00	8,000.00	0.00
10	Sound Mix Final (Staley)	1 week	5,000.00	5,000.00	2,000.00	2,000.00	0.00
	<b>STOCK FOOTAGE &amp; PHOTOS</b>						
11	Archival PIX: Goldstein		1	500.00	500.00	500.00	0.00
12	Archival PIX: Laufer & DiaPaolo		2	800.00	1,600.00	1,600.00	0.00
13	Archival PIX: Other		1	75.00	75.00	75.00	0.00
14	Archival PIX: Raimi, Henry, Morgenst.		3	250.00	750.00	750.00	0.00
15	STOCK: Dissolve			160.00	160.00	160.00	0.00
16	STOCK: Pond5 (thru 05/2019)			7,667.16	7,667.16	7,667.16	0.00
17	STOCK: Shutterstock			295.00	295.00	295.00	0.00
18	STOCK: Video Blocks			841.00	841.00	841.00	0.00
	<b>MUSIC LICENSING</b>						
19	Music Clearance: Jack Kornfield			250.00	250.00	250.00	0.00
20	Music Clearances, (All Media, 5/16/19)			61,983.45	61,983.45	61,983.45	0.00
21	Music Clearances, (Buyout, 5/16/19)			9,000.00	7,000.00	7,000.00	2,000.00
22	Music Clearances, (Festival, 5/16/19)			15,371.16	15,371.16	15,371.16	0.00
23	Music Supervisor, Rights Wkshp			15,550.00	15,550.00	15,550.00	0.00
	<b>MASTERING/DELIVERY</b>						
24	Blu Ray Authoring/Replic. (1K author)	1000	5.25	5,250.00	5,250.00	0.00	5,250.00
25	Closed Captions (Rev.com)			85.00	85.00	85.00	0.00
26	DCP Creations & CRU Drives		500.00	500.00	500.00	500.00	0.00
27	Digital Cinema Package (Chicago HD)			2,662.50	2,662.50	2,662.50	0.00
28	DVD Authoring/Replication (1K author)	500	4.00	2,000.00	2,000.00	0.00	2,000.00
29	Facility Rental, Chicago Filmmakers	1	150.00	150.00	150.00	150.00	0.00
30	Postage/Delivery FedEx (REV 6/1/20)			342.35	342.35	342.35	0.00
	<b>MARKETING</b>						
31	Advertising Facebook, NFNy (REV 6/1/20)			920.20	920.20	920.20	172.03
32	Festival Submissions (REV 9/9/19)			3,394.14	3,394.14	3,394.14	0.00
33	Parking & Transportation			200.00	188.85	188.85	0.00
34	Postage USPS-FedEx (REV 12/1/20)			1,377.24	1,377.24	1,377.24	109.65
35	Printing Fed Ex Office/Kinkos			138.23	138.23	138.23	0.00
36	Shipping Box, Tube, Tape (Indiegogo)			192.18	192.18	192.18	0.00
37	Shipping Mailers (Indiegogo)			26.99	26.99	26.99	0.00
38	T-Shirts (Indiegogo)			1,531.40	1,531.40	1,531.40	0.00
39	Theatre Rental (CUFF-Davis)			1,894.00	1,894.00	1,894.00	0.00
40	Tickets, Cast & Crew			908.05	908.05	908.05	0.00
41	Uprinting, One Sheet Poster (Indiegogo)	400	1.98	794.31	794.31	794.31	0.00

84,604



42	Uprinting, Postcards (Indiegogo)	1500	0.31	463.33	468.33	468.33	0.00
43	Uprinting, Posters - small (Indiegogo)	200	1.39	279.33	279.33	279.33	0.00
44	Website Deve. & Renew (REV 6/1/20)			1,000.00	735.56	735.56	264.44
<b>PROFESSIONAL SERVICES</b>							
45	Accounting, JF LLC, Annual (REV 06/01/20)	10 yrs	375.00	3,750.00	876.35	876.35	2,557.80
46	Aggregator, Quiver Digital			3,710.00	3,710.00	3,710.00	0.00
47	Bank Fees/Wires (REV 010/30/2019)			1,009.00	1,009.00	1,009.00	1,665.00
48	E&O Insurance (HUB, Currently 3 yrs)	10 yrs	1,082.25	10,822.50	3,250.00	3,250.00	7,572.50
49	Legal: FairUse, Copyr. Donaldson+Callif			5,000.00	5,000.00	5,000.00	0.00
50	Legal: LLC Setup (Leavans)			695.10	695.10	695.10	0.00
51	Legal: IL SState Filings (Menkes) 06/01/20	10 yrs	375.00	3,750.00	910.00	910.00	2,630.00
52	Producer: Licensing/Distr/Exhibition	90 Days	500.00	45,000.00	0.00	0.00	0.00
53	Publicist: Sitli Sidelines			500.00	500.00	500.00	0.00
54	Sales Consultant/Agent (Stacey Parks)			3,500.00	3,500.00	3,500.00	0.00
55	Taxes (Estimated) (REV 06/01/20)	10 yrs	500.00	5,000.00	5,000.00	0.00	5,000.00
56	Title Clearance (Clearance Unlimited)			375.00	375.00	375.00	0.00
57	<b>POST PRODUCTION SUB-TOTAL</b>			<b>\$304,796.79</b>	<b>\$184,740.05</b>	<b>\$172,490.05</b>	<b>\$29,221.42</b>
58	Indiegogo Crowdfund DEDUCTION					\$20,625.43	
59	Post Crowd. DEDUCTION (8-23-19)					\$6,066.62	
60	<b>POST-PRODUCTION TOTAL</b>			<b>\$304,796.79</b>	<b>\$184,740.05</b>	<b>\$145,798.00</b>	<b>\$29,221.42</b>
61							
62	<b>PRODUCTION TOTAL</b>			<b>\$85,613.88</b>	<b>\$13,041.47</b>	<b>\$10,641.47</b>	
63							
64	<b>PRODUCTION &amp; POST SUBTOTAL</b>			<b>\$390,410.67</b>	<b>\$197,781.52</b>	<b>\$156,439.47</b>	<b>\$29,221.42</b>
65	Contingency (15%)						\$4,383.21
66	<b>GRAND TOTAL</b>			<b>\$424,015.30</b>	<b>\$197,781.52</b>	<b>\$145,798.00</b>	<b>\$33,604.63</b>
				<i>Estimated</i>	<i>Actual</i>	<i>Film Foetus</i>	<i>Estimated</i>
				<i>Budget</i>	<i>Current</i>	<i>Funded to</i>	<i>Future</i>
				<i>Value of</i>	<i>Budget</i>	<i>Date</i>	<i>Costs</i>
				<i>the Film</i>	<i>REV 12/1/20</i>	<i>REV 12/1/20</i>	<i>REV 12/1/20</i>
				<i>REV 12/1/20</i>			

*Approved 12/23/20  
 Initials  
 Note 8/30/21*





Film Foetus, Inc.  
216 Myrtle Street, Winnetka, Illinois 60093  
Email [dpcarlson@filmfoetus.com](mailto:dpcarlson@filmfoetus.com)

June 07, 2021

Michal Story  
11908 Darlington Ave., #303  
Los Angeles, CA 90049  
[storyseen@gmail.com](mailto:storyseen@gmail.com)

CC: Michael A. Trauben, ESQ., Singh, Singh & Trauben, LLP, [mtrauben@singhtraubenlaw.com](mailto:mtrauben@singhtraubenlaw.com)

RE: Sales Report & Film Update\_06-07-2021

Dear Michal:

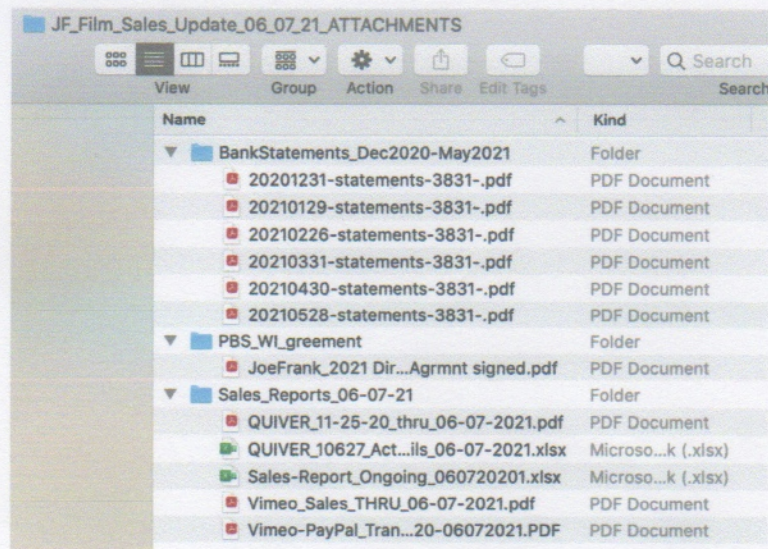
Here in an update and documents related to the bi-annual sales reporting for the documentary JOE FRANK-SOMEWHERE OUT THERE.

As before, there are only 2 vendors who report video-on-demand (VOD) sales:

1. Vimeo (via PayPal)
2. Quiver/Premier Digital (Amazon, Microsoft, Google Play, iTunes)

Also, for your records, PBS Wisconsin will broadcast the film on June 18<sup>th</sup>.

Included with this update are documents related to VOD reporting, bank statements for Joe Frank Movie, LLC., and PBS WI Agreement. These electronic documents are all basic PDF and Excel files. As always, if you have any questions, please let me know.



I will continue to generate interest in the film through social media when it is appropriate to do so. If you wish for the film to find a larger audience, you are always welcome to post links related to the film's VOD release on [joe frank.com](http://joe frank.com) or on any form of social media where Joe Frank's audience might be interested in the project.

Sincerely,

DP Carlson  
Producer/Director



# EXHIBIT “Y”

	A	C	D	E	F	G	I	J
1	<b>SONG TITLE &amp; ARTIST</b>	<b>PUBLISHERS</b>	<b>MASTER</b>	<b>FESTIVAL</b>	<b>BUYOUT</b>	<b>Option: All Media EX-Theatr. (10 YR)</b>	<b>PAYMENT: FESTIVAL</b>	<b>PAYMENT: ALL MEDIA</b>
2	Looking for Daydreams	Royalty Network		\$750.00		\$2,000.00	PAID 5/10/18	PAID 3/18/19 Royalty Various
3	Holger Czukay			DD		DD	DD	DUE DILLIGENCE
5	Kontakte	Warner Bros		\$500.00		\$2,500.00	PAID 7/29/18	PAID 4/11/19 Warner/Chappell
6	Les Rythmes Digitales			DD		DD	DD	DUE DILLIGENCE
8	Music for 18 Musicians: Pulse	Imagem		\$500.00		\$1,500.00	PAID 5/10/18	PAID 3/18/19 IMAGEM
9	Steve Reich		ECM / UMe	\$500.00		\$2,000.00	PAID 8/23/18	PAID 4/11/10 Ume
11	Alone in Kyoto	Shapiro Bernstein & Co.		\$250.00		\$1,000.00	PAID 5/10/18	PAID 3/18/19 Shapiro
12	AIR		Rhino	\$500.00		\$2,500.00	PAID 9/7/18	TO RHINO
13			SAG/AFTRA FEES	\$0.00		\$394.73		TO RHINO
15	It Could Be Sweet	BMG Management		\$500.00		\$3,000.00	PAID 10/31	PAID 3/20/2019 BMG
16	Portishead		Polydor Records / UMe	\$0.00		\$2,500.00		PAID 4/19/19 Ume
18	Re-Arrange, Cinematic Orchestra Remix	Royalty Network		\$250.00		\$1,500.00	PAID 5/10/18	PAID 3/18/19 Royalty Various
19	DJ Krust		UMe	\$500.00		\$1,500.00	PAID 8/23/18	PAID 4/11/10 Ume
21	Invernin	Bandcamp		DD	DD	DD	DD	DUE DILLIGENCE
22	SinHa				\$1,000.00			4/8/19 PAYPAL \$1K to M. Dorneles
24	Tortoise		Beyond / Waveform / self		\$1,000.00		WIRED9/10	PAID BUYOUT 9/10/18
25	Higher Intelligence Agency			DD	DD	DD	DD	DUE DILLIGENCE
27	Gypsy Violin	Universal (BMI 100%)		\$500.00		\$2,500.00	PAID 10/24	PAID 3/18/2019 Universal Pub
28	Harold Budd		E.G. Records / UMe	\$500.00		\$2,500.00	PAID 8/23/18	PAID 4/11/10 Ume
30	Ki/Mo/No	Peer Ltd.	FLAT BUYOUT		\$1,500.00		PAYPAL 6/20/18	PAID BUYOUT 6/20/18
31	AK Musique							
33	Time And River	Imaginary Road Music		\$500.00		\$0.00	PAID 7/29/18	REMOVED FROM FILM
34	Fred Simon		Quaver Records % Sony	\$500.00		\$0.00	PAID 7/29/18	REMOVED FROM FILM
35	SAG-AFTRA			\$372.08		\$0.00		
37	Gumbo		Toko Records / Accadia	\$500.00		\$1,000.00	WIRED 5/11/18	WIRE 3/21/19 TOKO/Acadia Ltd
38	Klarky Cat							
40	Friends and Enemies			DD	DD	DD	DD	DUE DILLIGENCE
41	DJ Cam			DD	DD	DD	DD	DUE DILLIGENCE
43	Voce Gosta (Freezy Jam Remix)	Wixen Music Publishing		\$250.00		\$1,000.00	PAID 7/29	PAID 3/18/19 Wixen
44	Suba		Crammed Discs	\$250.00		\$1,000.00	WIRED 11/29/18	WIRE 3/21/19 Crammed Disc
46	Sex	Swanton/Fish of Milk		\$700.00		\$1,400.00	WIRED \$700 5/11/18	WIRE 3/21/19 Swanton/Fish of Milk
47	The Necks		Swanton/Fish of Milk	\$0.00		\$1,400.00		WIRE 3/21/19 Swanton/Fish of Milk
49	Exquisite Corpses	EMI Blackwood (75%)		\$187.50		\$1,125.00		PAID 6/27/19 EMI Entertainment
50	Shriekback	Waner Chappel (25%)		\$125.00		\$625.00	PAID 5/10/18	PAID 4/11/19 Warner/Chappell
51			UME	\$500.00		\$1,500.00	PAID 8/23/18	PAID 4/11/10 Ume
53	Lizard Point	Universal (BMI 75%)		\$375.00		\$1,875.00	PAID 10/24	PAID 3/18/2019 Universal Pub.
54	Brian Eno		E.G. Records / UMe	\$500.00		\$1,875.00	PAID 8/23/18	PAID 4/11/10 Ume
55		Opal (25%)	Royalty Network (25%)	\$187.50		\$500.00	PAID 9/7	PAID 3/18/19 Royalty Various
57	Oneski	Richard H. Kirk	Intone		\$2,000.00		WIRED 5/11/18	PAID BUYOUT 5/11/18
59	Recess		BUYOUT?	\$0.00	\$1,000.00	\$0.00	EVENTUALLY	DUE DILLIGENCE
60	El Gran Lepofsky		Records / Cafe del Mar Records	\$0.00	\$1,000.00	\$0.00	EVENTUALLY	DUE DILLIGENCE
62	Black Coffee	Universal Music		\$250.00		\$1,250.00	PAID 10/24	PAID 3/18/2019 Universal Pub.
63	Patricia Kass		Richard Walter Ent		\$1,500.00		WIRED 7/29/18	PAID BUYOUT 7/29/18
65	Brazil (Aquarela Do Brasil)	Peermusic (BMI 100%)		\$250.00		\$1,000.00	PAID 7/29/18	PAID 3/20/2019 Peermusic
66	Antonio Carlos Jobim		Sony	\$400.00		\$2,800.00	PAID 7/29/18	PAID 5/15/2019 Sony
68	Spacebeach	Drive In Productions		\$500.00		\$2,500.00	PAID 4/19/19	WIRE 4/19/2019 Drive In
69	Arling & Cameron		Rhino Entertainment	\$671.58		\$2,250.00	PAID 8/23/18	PAID 4/11/19 RHINO
70			SAG/AFTRA FEES			\$363.72	PAID 8/23/18	PAID 4/11/19 RHINO
72	Spiritual Healing	Universal (BMI 100%)		\$500.00		\$2,500.00	PAID 10/24	PAID 3/18/2019 Universal Pub.
73	Toots and The Maytals		UMe (98%)	\$490.00		\$2,500.00	PAID 8/23/18	PAID 4/11/10 Ume
75	High Priestess (K.B. Scuba Mix)	Third side		DD		DD	DD	DUE DILLIGENCE
76	Scuba	Self		\$250.00		\$1,500.00		
77			Third Side	\$250.00		\$750.00	WIRED 5/11/18	WIRE 3/21/19 THIRD SIDE
79	Doris Dub	Kobalt Music (BMI 100%)		\$250.00		\$1,000.00	(BOTH)	PAID 3/20/2019 KOBALT #1 (BOTH)
80	Tosca		IK7 Records	\$250.00		\$1,000.00	WIRED 9/10/18	WIRE 3/21/19 K7
82	Valencia			DD		DD	DD	DUE DILLIGENCE
83	Rachid Taha	EMI Blackwood (25%)		\$62.50		\$375.00	PAID 7/19/18	PAID 3/21/19 EMI
84			Mango Records / UMe	\$500.00		\$1,500.00	PAID 8/23/18	PAID 4/11/10 Ume
86	The Lower We Fly	Kobalt		\$250.00		\$1,000.00	PAID 4/12/2018	PAID 3/20/2019 KOBALT #2
87	Outside		Ume	\$300.00		\$1,000.00	PAID 8/23/18	PAID 4/11/10 Ume
88			40% ???	DD	DD	DD	DD	DUE DILLIGENCE
89	TOTALS:			\$15,371.16	\$9,000.00	\$61,983.45		
93				<b>FESTIVAL</b>	<b>BUYOUT</b>	<b>Option: All Media EX-Theatr. (10 YR)</b>		



# EXHIBIT “Z”

9/15/2017,

JOE, in the body of your notes below I replied in UNDERLINED BLUE.  
Thanks, Dave

TO: DP Carlson  
FM: Joe Frank

9/1/2017 Cut

I THINK THIS IS A CONSIDERABLE IMPROVEMENT OVER YOUR EARLIER ITERATIONS OF THE FILM.

I HAVE A NUMBER OF COMMENTS NEAR THE BEGINNING AND THEN IT'S PRETTY MUCH FREE SAILING FOR ALMOST ALL THAT REMAINS.

CHANGE OF TITLE. IF YOU ARE APPEALING TO MY LIMITED FAN BASE, WHO ARE INTERESTED IN MY LIFE, I SUPPOSE "IN THE LIGHT" WORKS. BUT IF YOU'RE APPEALING TO A LARGER AUDIENCE, UNFAMILIAR WITH MY SHOWS, I THINK ANOTHER TITLE, PERHAPS "SOMEWHERE OUT THERE," (ACCOMPANIED BY ONE CRAZY FUNNY PIECE THAT IS MORE IN KEEPING WITH 0THE BIZARRE STUFF I OFTEN DO). AN EXAMPLE COMES FROM "PRAYER. *I'm not against changing the title to "Joe Frank - Somewhere Out There", but would this title be too directly related to your radio series, and does this matter to you? In my mind, "In The Light" has always been a nod to 'In The Dark' with idea of exposing something/someone. Thoughts?*

THIS DOCUMENTARY, AS IT IS PRESENTLY, IS A BIT TOO MUCH OF A DOWNER, IT'S TOO DEPRESSING. IT RAISES THE QUESTION TO ANYONE WHO DOESN'T KNOW ME: WHY SHOULD I CARE ABOUT THIS RADIO GUY AND HIS LIFE? IF YOU WANT TO APPEAL TO A LARGER AUDIENCE THAN JUST JOE FRANK FANS, THIS DOC HAS TO HAVE WIDER APPEAL. *Yes, I agree about putting a little more humor into it like "PRAYER."*

MASS MURDERERS MONOLOGUE *"from BAD KARMA" I am fine with adjusting/editing the monologue (below), but I'D LIKE TO PUT THIS PIECE LATER IN THE FILM because it is fairly heavy thematically, and for the mass appeal audience – a lot to absorb at the very beginning of the film!*

*As the intro piece, I WOULD REALLY LIKE TO GO BACK TO THE 'BOTTLE FOR HEADSTONE" monologue: "Now let me tell you the truth. Joe Frank is a character I pretend to be... ETC."*

*For the audience, this would set up some nice AMBIGUITY ABOUT YOUR CHARACTER/STORY AS IT UNFOLDS IN THE FILM. It would also reflect the way that your radio shows MIXED FACT & FICTION about your personal life/character, as well as the storytelling scenes with actors versus the real people you recorded. This opening will make the audience have an open (and creative) mind to all of the narrative as it unfolds.*



**THIS ADJUSTMENT TO THE INTRODUCTION TO THE FILM IS REALLY IMPORTANT TO ME, AND I HOPE YOU CAN AGREE - OR ALLOW ME THIS CONCESSION. THANK YOU**

**MASS MURDERERS MONOLOGUE**

**EDIT OUT PART OF CONVERSATION** *(No problem with these edits, and I will include this sequence later in the show.)*

**FROM 1.38-** “and Pol Pot is talking about his tailor...of nuptial bliss **TO 2.25 I**

**AT THIS POINT, YOU’VE EDITED OUT A PART OF THE SCRIPT, WHICH SHOULD BE REINSERTED:** “then we all get into a discussion about paint colors.....and then we all talk about books...” *(This is all OK, no problem to do.)*

**CONTINUE THROUGH FAT MAN DOWN** .....(but imagery of street and cat accompanied by monologue of fat man are jarringly disconnected. Use more kitchen imagery and bugs or whatever images you can find that are in some way, literally or figuratively, reflective of what’s being said. *(This is all OK, no problem to adjust.)* Or take out second part of monologue about being entertaining, and in this way can remove cat, etc. *(I’ll keep the audio of the second part because it sets up the movie’s narrative.)*

**CONTINUE UNEDITED THROUGH FILM TO “ROAD TO CALVARY” (12),** *if it’s OK with you I’d like to keep this “Road to Calvary” sequence (assuming it’s the “Calvary” select at 37:59 “You can beat down the door of God....”). This is an excellent, fast-paced monologue and has great energy for the film’s narrative (Kristine) about your incredible work ethic.*

**WHICH YOU SHOULD REPLACE WITH THE FOLLOWING DIALOGUE (A SEGMENT FROM “PRAYER.”) THIS RECEIVED THE BIGGEST RESPONSE OF ANY PIECE IN THE HISTORY OF THE RADIO SHOW. AND AS SUCH IT SHOULDN’T BE IGNORED.** *Sounds good, I am familiar with this show. DOESN’T READ NEARLY AS FUNNY AS IT IS PERFORMED. I can definitely find a place to put “Prayer” into the film and create a WAVEFORM for the two voices. For clarity, I AM INSERTING BELOW THE UPDATED ‘REVISION OF PRAYER DIALOGUE’ that you emailed me last night.*

*I examined the radio show carefully and noted that after your current edit of the dialogue it runs approximately 2:30 minutes, which is too long for the structure of the film. It would be great if we could reduce it to 1:00 minute.*

*For curiosity sake, I quickly referenced all of the average RUNNING TIMES for the radio show selects that are currently used in the film and they are...*

*:15 second selects (7x)*

*:30 second selects (19x)*

*:45 second selects (14x)*

*:60 second selects (10x)*

*:90 second selects (4x)*

*2:30 minute selects (1x – this is the Mass Murder monologue.)*

With "Prayer" maybe you (or I) can reduce it by building the story in thirds. The first :10 seconds is the set-up, the second :30 seconds is crazy call & response, and the last :20 seconds is the nonsensical speaking in tongues type ending. Here is your current edit.:

**REVISION OF PRAYER DIALOGUE (SLIGHTLY MORE MATERIAL LEFT IN)**

**19:03**

**PHONE MINISTER**

Let us say a prayer. Oh, Lord.

**MAN**

Oh, Lord.

**PHONE MINISTER**

Loud now.

**MAN**

Oh, Lord.

**PHONE MINISTER**

Love me, father.

**MAN**

Love me, father.

**PHONE MINISTER**

Personify me in. . .

**MAN**

Personify me in

**PHONE MINISTER**

The bullfrog.

**MAN**

The bullfrog.

~~**PHONE MINISTER**~~

Take me.

**MAN**

Take me.

**19:17**

~~**PHONE MINISTER**~~

~~Louder, please.~~

**MAN**

~~**BY THE FOOT!**~~



19:20 (:03 out)

PHONE MINISTER

And drag me into the woods.

MAN

And drag me into the woods.

PHONE MINISTER

Dig a hole.

MAN

Dig a hole.

PHONE MINISTER

And let the leaves fall on top of my body.

MAN

And let the leaves fall on top of my body.

19:29

~~PHONE MINISTER~~

~~Hit me.~~

~~MAN~~

~~Hit me.~~

~~PHONE MINISTER~~

~~Slap me.~~

~~MAN~~

~~Slap me.~~

~~PHONE MINISTER~~

~~Beat me.~~

~~MAN~~

~~Beat me.~~

~~PHONE MINISTER~~

~~Like a persimmon tree.~~

~~MAN~~

~~Like a persimmon tree.~~

19:37 (:08 out)

~~PHONE MINISTER~~

~~And reincarnate me.~~

~~MAN~~

~~And reincarnate me.~~

PHONE MINISTER

In the form.

**MAN**  
**In the form.**

**PHONE MINISTER**  
**Of.**

**MAN**  
**Of.**

**PHONE MINISTER**  
**A.**

**MAN**  
**A.**

**PHONE MINISTER**  
**Hamster. Love me, father.**

**MAN**  
**Love me, father.**

**PHONE MINISTER**  
**Beat me—louder, please.**

**MAN**  
**Love me, father.**

**PHONE MINISTER**  
**Love me like you do.**

**MAN**  
**Love me like you do.**

**PHONE MINISTER**  
**A little roach.**

**MAN**  
**The little roach.**

**PHONE MINISTER**  
**Louder.**

**MAN**  
**THE LITTLE ROACH! THE LITTLE ROACH!**

**PHONE MINISTER**  
**~~Take me.~~**

**MAN**  
**~~Take me.~~**

**20:00**



~~PHONE MINISTER~~

~~By:~~

~~MAN~~

~~By:~~

~~PHONE MINISTER~~

~~The:~~

~~MAN~~

~~The:~~

~~PHONE MINISTER~~

~~Jockstrap:~~

~~MAN~~

~~Jockstrap:~~

~~PHONE MINISTER~~

~~And thrash me:~~

~~MAN~~

~~And thrash me:~~

~~PHONE MINISTER~~

~~But love me:~~

~~MAN~~

~~But love me:~~

20:10 (:10 out)

~~PHONE MINISTER~~

~~Throw away my brassiere.~~

~~MAN~~

~~Throw away my brassiere:~~

~~PHONE MINISTER~~

~~And let me face thee.~~

~~MAN~~

~~And let me face thee.~~

~~PHONE MINISTER~~

~~Towards the holy city.~~

~~MAN~~

~~Towards the holy city.~~

~~PHONE MINISTER~~

~~Of Medina near the Tesche near the Thymes at the right end of the north corner.~~

**MAN**

**The Mediny of the tenth at the right hand on the right corner.**

**PHONE MINISTER**

**And refurbish my memory so that I might go blank at any moment.**

**MAN**

**And replurbish my memory my mind may go blonk it in a minute.**

**PHONE MINISTER**

**And take my soul and take me to heaven, run around the cross and I will sit in the chair and grab you by the door knob.**

**MAN**

**Take me up to heaven and I'll . .**

**PHONE MINISTER**

**Louder please.**

**MAN**

**Take me to up to heaven and I'll sit in a chair and grab you like, by the door knob.**

**20:49**

~~**PHONE MINISTER**~~

~~**Let me love.**~~

~~**MAN**~~

~~**Let me love.**~~

~~**PHONE MINISTER**~~

~~**Grab my wife.**~~

~~**MAN**~~

~~**Grab my wife.**~~

~~**PHONE MINISTER**~~

~~**And get her.**~~

~~**MAN**~~

~~**And get her.**~~

~~**PHONE MINISTER**~~

~~**Get her.**~~

~~**MAN**~~

~~**Get her!**~~

~~**PHONE MINISTER**~~

~~**Hard.**~~



~~Get her.~~ ~~MAN~~

~~Let me love her.~~ ~~PHONE MINISTER~~

~~Let me love her.~~ ~~MAN~~

~~And cherish her.~~ ~~PHONE MINISTER~~

~~And cherish her.~~ ~~MAN~~

~~And pour wine.~~ ~~PHONE MINISTER~~

~~And pour wine.~~ ~~MAN~~

~~Into her hair.~~ ~~PHONE MINISTER~~

~~Into her hair.~~ ~~MAN~~

~~Let me pierce her.~~ ~~PHONE MINISTER~~

~~Let me pierce her.~~ ~~MAN~~

~~With my finger.~~ ~~PHONE MINISTER~~

~~With my finger.~~ ~~MAN~~

~~In.~~ ~~PHONE MINISTER~~

~~In.~~ ~~MAN~~

~~Her.~~ ~~PHONE MINISTER~~

~~Her.~~ ~~MAN~~

**PHONE MINISTER**

**Big.**

**MAN**

**Big.**

**PHONE MINISTER**

**Nose.**

**Nose.**

**Nose.**

**MAN**

**Nose!**

**PHONE MINISTER**

**Amen.**

**MAN**

**Amen.**

21:27 (:38 out)

**PHONE MINISTER**

**Praise the Lord.**

**MAN**

**Praise the Lord.**

**PHONE MINISTER**

**Repeat after me: Assa pacopo.**

**MAN**

**Assy pa papo.**

**PHONE MINISTER**

**As loud as you can, brother.**

**MAN**

**Apsy ca paco.**

**PHONE MINISTER**

**Oooch calataca.**

**MAN**

**Coosha calacala.**

**PHONE MINISTER**

**Eatsa co oi chici?**

**MAN**



**A cuchica chici.**

**PHONE MINISTER**

**Ta yo acuchi?**

**MAN**

**Etsu cata hi.**

**PHONE MINISTER**

**Oco?**

**MAN**

**Golu.**

**PHONE MINISTER**

**Loud, brother.**

**MAN**

**Golu. Well, Father, I got to go to the restroom right now.**

**PHONE MINISTER**

**Loud, brother, we're almost finished.**

**A la tacat ackobo.**

**MAN**

**Ata bota kalu.**

**PHONE MINISTER**

**Is that as loud as you can talk?**

**MAN**

**A cola calu.**

**PHONE MINISTER**

**Ocha cacca.**

**MAN**

**Gochu cacca.**

**PHONE MINISTER**

**Alecha ala bulle.**

**MAN**

**Aleche cola cola.**

**PHONE MINISTER**

**Uchi ni ca cola naga ta chi ta kopa ca lane kola cappey paray bo.**

**MAN**

**Macu cuchici round ra ra cala maki hara.**

**PHONE MINISTER**

**Ola ca chi, onu ca laksy ono toko lacka sissy undo pour riche on da carreto.**

**MAN**

*(Whispers)* **Oh, man.**

**PHONE MINISTER**

**Loud, brother.**

**MAN**

**Brother.**

**PHONE MINISTER**

**No, quick.**

**MAN**

**Uh, uh. . .**

**PHONE MINISTER**

**Aletchka coba coda ba.**

**MAN**

**Aletchan wordo.**

**PHONE MINISTER**

**Una takana ba.**

**MAN**

**Uncuta bra.**

**PHONE MINISTER**

**Aschina kota caballa cocukila.**

**MAN**

**Abitcho colukla.**

**PHONE MINISTER**

**Oh, Lord.**

**MAN**

**Oh, Lord.**

**PHONE MINISTER**

**Take me.**

**MAN**

**Take me.**

**PHONE MINISTER**

**Into the ashtray.**



MAN  
Into the ashtray.

PHONE MINISTER  
On my head.

MAN  
On my head.

PHONE MINISTER  
And let me swim.

MAN  
And let me swim.

PHONE MINISTER  
In the sacred waters.

MAN  
In the sacred water.

PHONE MINISTER  
Of the Capashu river.

MAN  
For the Capashu river.

PHONE MINISTER  
Forever.

MAN  
Forever.

**RADIO SHOW COUNTER FROM 19:03 - 22:33 (Extends 3:30 Total)**  
**JOE'S CURRENT EDITS reduce only - :60 = 2:30 SCREEN TIME**

**IF YOU PREFER TO INSERT THIS DIALOGUE IN ANOTHER LOCATION IN THE SCRIPT, THAT'S FINE. BUT IT SHOULD APPEAR SOMEWHERE. (Yes, I will find a good place for this show select.)**

**BACK INTO DOCUMENTARY TO THE END, NO MORE EDITS (OK)**

**I THINK IT WOULD BE BEST IF MY NAME, AS PRODUCER, BE TAKEN OFF THE FILM. IN SPITE OF MY INPUT, THIS IS FUNDAMENTALLY YOUR WORK, WHICH REFLECTS YOUR AESTHETIC AND SENSIBILITY. (Regarding your credit, this is entirely up to you and I will do as you wish.)**

**FINAL CREDITS adjustments via Michal email on 9/12/17: *(will fix/add these on next edit.)***

Mike Boit = Mike Boito  
Sara Spitz = Sarah Spitz

Additional Music (add)  
Walt Fowler  
David Brown  
Perla Batalla



1 **PROOF OF SERVICE**  
2 **California Rules of Court, Rule 2.251**  
3 *Code of Civil Procedure sections 1010.6, 1013, 1013a, and 1013b*

4 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

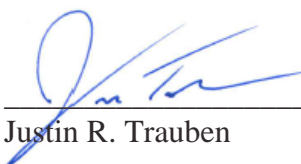
5 I am over the age of 18 and not a party to the within action; I am employed by SINGH, SINGH  
6 & TRAUBEN, LLP in the County of Los Angeles at 400 S. Beverly Drive, Suite 240, Beverly Hills, CA  
7 90212.

8 On October 26, 2021, I served the foregoing documents described as:

9 **DECLARATION OF DAVID CARLSON IN SUPPORT OF DEFENDANTS DAVID**  
10 **CARLSON AND FILM FOETUS, INC.'S SPECIAL MOTION TO STRIKE COUNTS 1,**  
11 **2, 3, 6 AND 7 OF PLAINTIFF MICHAL STORY'S UNVERIFIED FIRST AMENDED**  
12 **COMPLAINT UNDER THE CALIFORNIA ANTI-SLAPP STATUTE, CODE OF CIVIL**  
13 **PROCEDURE § 425.16**

- 14  **(BY MAIL)** I enclosed the document(s) in a sealed envelope or package addressed to the  
15 persons at the addresses listed in the Service List and placed the envelope for collection and  
16 mailing, following our ordinary business practices. I am readily familiar with the firm's practice  
17 for collecting and processing correspondence for mailing. On the same day that correspondence  
18 is placed for collection and mailing, it is deposited in the ordinary course of business with the  
19 United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or  
20 employed in the county where the mailing occurred.
- 21  **(BY E-MAIL OR ELECTRONIC TRANSMISSION)** I caused the document(s) to be sent  
22 from e-mail address [jtrauben@singhtraubenlaw.com](mailto:jtrauben@singhtraubenlaw.com) to the persons at the e-mail addresses listed  
23 in the Service List. I did not receive, within a reasonable time after the transmission, any  
24 electronic message or other indication that the transmission was unsuccessful.
- 25  **(BY FEDERAL EXPRESS DELIVERY)** By placing a true and correct copy of the above  
26 document(s) in a sealed envelope addressed as indicated above and causing such envelope(s) to  
27 be delivered to the FEDERAL EXPRESS Service Center, on \_\_\_\_\_, to be delivered  
28 by their next business day delivery service on \_\_\_\_\_, to the addressee designated.
- (BY PERSONAL SERVICE)** I caused such envelope(s) to be hand delivered to the offices of  
the addressee(s), or by hand to the addressee or its designated representative.
- (State) I declare under penalty of perjury under the laws of the State of California that the above  
is true and correct.

Executed on October 26, 2021 at Beverly Hills, California.

  
Justin R. Trauben

1 MICHAL STORY v. DAVID CARLSON & FILM FOETUS, INC

2 ASSIGNED TO:  
3 HON. THERESA M. TRABER | DEPT. 47

4 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
5 COUNTY OF LOS ANGELES – CENTRAL DISTRICT

6 CASE NO: 21STCV29163

7 SERVICE LIST

8 **RICHARD ROSS, ESQ.**

9 [ross777@yahoo.com](mailto:ross777@yahoo.com)

10 424 S. Beverly Drive

11 Beverly Hills, California 90212

12 Tel.: (310) 245-1911

*Attorney for Plaintiff*

MICHAL STORY