

**Agreement between**

**LOS ANGELES ARENA CO, LLC AND L.A. LIVE THEATRE, LLC  
AND**

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES  
AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF  
THE UNITED STATES AND CANADA TREASURERS AND TICKET SELLERS  
LOCAL 857**

**September 1, 2019 – August 31, 2023**

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**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES  
AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES  
AND CANADA TREASURERS AND TICKET SELLERS LOCAL 857**

THIS AGREEMENT, made on August 24, 2019, by and between LOS ANGELES ARENA CO., LLC and L.A. LIVE THEATRE, LLC, hereinafter designated as the "EMPLOYERS", and the TREASURERS AND TICKET SELLERS LOCAL 857, INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, hereinafter designated the "UNION", acting on and behalf of itself and of all present and future ticket sellers, or either of them.

**ARTICLE I  
Recognition**

1. **BOX OFFICE PERSONNEL:** This agreement shall apply to and cover Box Office Ticket Sellers as may be employed by the EMPLOYERS.
2. **UNION MEMBERSHIP:** All employees in classifications covered by this Agreement shall be required, as a condition of continued employment, to become members of the UNION on and after the 30<sup>th</sup> day of their employment. The EMPLOYERS immediately upon demand of the UNION shall dismiss an employee who fails to become and remain a member of the UNION as herein provided. Nothing contained herein shall, however, require the EMPLOYERS to discharge or in any way to discriminate against any employee who has been expelled for any reason other than the failure of such employee to tender dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
3. **PROGRAM RECOGNITION:** When a house program is distributed, it shall include the following notice, with the I.A.T.S.E. logo if possible, or the equivalent recognition: "The Box Office is staffed by members of I.A.T.S.E. Local 857 Ticket Sellers."

**ARTICLE II  
Employment**

1. **NOTICE OF VACANCIES AND COMPETENT PERSONNEL:** The EMPLOYERS shall give the UNION sufficient advance notice of all vacancies of positions coming within the scope of this Agreement. The UNION agrees to use its best efforts to furnish competent personnel to (i) fill such vacancies as well as (ii) perform work as required by the EMPLOYERS under the provisions of this Agreement. EMPLOYERS agree to offer current Local 857 members first opportunity to apply for open positions. It is agreed between the parties hereto that hiring of employees hereunder shall not be inconsistent with any applicable State or Federal

laws. There shall be no discrimination against any applicant by reason of membership or non-membership in the UNION.

2. **EMPLOYEE CONSIDERATION:** In hiring persons to perform services covered by the terms of this Agreement, the EMPLOYERS shall consider applicants from a list supplied by the UNION of members interested in the job, who have previously been employed in box office position covered by this Agreement within the counties of Los Angeles and Orange and that such referrals may be based upon such recognized factors as ability to perform the services requested and availability for employment, provided that such factors shall be applied without discrimination.
3. **NON-DISCRIMINATION:** The EMPLOYERS agree not to discriminate against any employee or applicant for employment by reason of membership in the UNION or because of anything said or done in furtherance of the UNION. There shall be no discrimination by the EMPLOYERS, the UNION, or any employees covered by this Agreement against any employee or applicant in accordance with this Agreement, and with Federal and State non-discrimination laws.
4. **LAY-OFF:** A lay-off shall be defined as a period of unemployment where there is a reasonable expectation of re-employment within six (6) months.
5. **HIRING AUTHORITY:** All Box Office Employees employed by the EMPLOYERS shall be subject to the approval of the Box Office Manager; however, the Box Office Manager shall not withhold such approval on the basis of Union affiliation.

### **ARTICLE III** **Union Obligations**

**PRIOR OBLIGATION:** As the UNION is a member of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, nothing in this Agreement shall ever be construed as to interfere with any obligation the UNION owes such INTERNATIONAL ALLIANCE by reason of a prior obligation.

### **ARTICLE IV** **Management Rights**

**EMPLOYERS' RULES & MANAGEMENT RIGHTS:** Each of the EMPLOYERS shall have the exclusive right to determine its operating policies in its facility and to manage its business in the light of experience, business judgment, changing conditions and AEG standards, including, but not limited to, the following specific rights: (a) The right to determine the size and appropriate staffing levels of the workforce for all events and other job assignments (b) The right to post reasonable rules and regulations governing the conduct and acts of EMPLOYEES during working

hours; (c) The right to determine what type of service to provide, the location of work area, and the right to determine whether to increase or decrease its box office locations within the Arena or Theatre; (d) Except as limited by this Agreement, the direction of the work force and the right to hire, discipline or discharge; (e) The full discretion to establish rules and conditions to maintain the absolute integrity of its box office operations and (f) The right to staff and assign work in accordance with the terms of this Agreement and thus the UNION will bear the burden of establishing that an unreasonable workload exists.

EMPLOYEES will be required to strictly adhere to all rules including those which address the handling, sale and accounting for all tickets sold. Any employee who is found to have failed to follow the EMPLOYERS' rules, including those which address the sale of and accounting for all tickets and the proper disposition of all receipts for said tickets will be subject to immediate discharge.

The EMPLOYERS shall have the right to make and alter such rules and regulations as may be deemed necessary for the conduct and management of their business, and the EMPLOYEES hereunder shall be required to obey all such rules and regulations insofar as they do not conflict with the terms and conditions of this Agreement.

The EMPLOYERS have the sole right to direct, control and discipline the EMPLOYEES, provided that no such action shall be taken solely because of the EMPLOYEE's Union activities or affiliation.

#### **ARTICLE V** **Grievance & Arbitration**

1. **GRIEVANCE PROCEDURES:** In the event of a grievance arising out of the terms and conditions of this contract, the parties agree that every effort shall be made to settle such grievance as harmoniously as possible through the following procedures, with the understanding that the aggrieved employee has discussed and attempted to resolve the matter with her/his immediate supervisor, or whomever is most directly concerned, prior to the filing of the First Step.

**First Step:** An aggrieved employee shall register his/her complaint to the Business Representative of the UNION. Any grievance of an employee or the UNION shall be brought to the attention of a designated EMPLOYERS Representative in writing for a written disposition within a ten (10) calendar day period. Any grievance not submitted in writing to the EMPLOYERS within ten (10) calendar days of the UNION's notification of the occurrence of the events upon which it is based, shall be waived for all purposes.

**Second Step:** If no agreement is reached under the First Step, the EMPLOYERS Representative shall meet with the UNION Business Representative and thereafter shall give the UNION a written disposition of the grievance within five (5) calendar days after the receipt of the grievance.

2. **ARBITRATION:** In the event that the parties are unable to reach an agreement in the above steps, the grievance shall be settled by arbitration, by an impartial Umpire, who shall hear the grievance and render a written decision within thirty (30) days as to the disposition of such grievance. The umpire shall have the power to interpret and apply provisions of this Agreement, but shall not have the power to amend, modify, renew, or extend any of its provisions. Her/His decision shall be final and binding upon the parties hereto, and both parties shall share equally all of the reasonable costs and expenses of the arbitration exclusive of their own attorneys' fees, if any. Such umpire shall be selected in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. If the parties are required to strike names, parties submitting the grievance shall strike first.

3.

**ARTICLE VI**  
**WAIVER AND SEPARABILITY**

It is agreed between the parties that either party shall have the right, upon a showing by the other of emergency or special need satisfactory to the party to whom the showing is being made, to grant a written waiver or compromise of any of the terms and conditions of this Collective Bargaining Agreement for such special situation or emergency. It is further agreed that the waiver of any provision of this Agreement by either party shall not constitute a precedent for any further waiver of such provisions. The terms and conditions of this Agreement are joint and several; and if a clause herein shall hereafter be declared illegal by a court or body of competent jurisdiction the rest of the Agreement shall not thereby fail or be rendered null and void and inapplicable, but shall continue in full force and effect, and only the illegal clause shall thereby be rendered null and void and severed from this contract.

**ARTICLE VII**  
**Box Office Rules**

1. **TECHNOLOGICAL CHANGE:** Each of the EMPLOYERS agree that in the event of technological change or processes for work traditionally and historically performed by employees covered by this Agreement, such machines or process must be operated by those EMPLOYEES. Should any training be required to qualify employees to utilize any equipment that may be introduced in connection with such covered work, the EMPLOYERS agree to provide such training at its own expense.
2. **TICKET SALES:** No EMPLOYEE of the EMPLOYERS other than a Box Office EMPLOYEE shall be permitted to handle a ticket for sale to the public. The EMPLOYERS may, however engage an outside agency to handle the sale of single tickets by credit card over the telephone or Internet.
3. **UNION ACCESS:** The President and Business Representatives of the UNION or their Assistants shall be admitted to the Box Office at all times during normal business hours for the purpose of properly observing conditions coming under the jurisdiction of the UNION,

provided there is no interruption of business procedures or breach of any security measures in place.

4. **RESPONSIBILITY FOR PAYMENT & DEFAULT:** Where the EMPLOYERS or their Representative instructs the Box Office Ticket Sellers to accept checks or credit cards for window, mail or telephone orders or to extend credit by allotment of tickets, no employee shall be held responsible in the event of failure of the payment of same.
5. **CONTRACTS:** Neither party shall enter into any contract pertaining to the provisions of this Agreement with any person or organization without so advising the other party hereto in advance.
6. **CHANGE IN OPERATION/ NOTICE TO UNION:** Prior to implementing any change in the method of operation, which may affect the jurisdiction of the UNION hereunder, the EMPLOYERS shall give the UNION reasonable notice regarding such change. It being understood that the foregoing shall in no event diminish or prejudice any of the rights or claims of the EMPLOYERS.
7. **JURISDICTION:** The management team will assign, unless the business needs of the department deem otherwise, various ticket related tasks to UNION EMPLOYEES. In addition to ticket selling and will call transactions these tasks may include, but not be limited to printing, preparing, and filing will call for events, processing bulk promotional orders (Goldstar, Groupon, etc.), assisting when printing of full house for private events. No Union Box Office Team Member will be held responsible for errors in ticket handling made by non-union Box Office Team Members or Managers.

#### **ARTICLE VIII** **No Strike/ No Lockout**

**NO STRIKE – NO LOCKOUT:** The UNION shall not engage in a strike or sympathy strike against, picket or boycott the EMPLOYERS and the EMPLOYERS shall not lock out employees during the term of this agreement.

Each party to this Agreement shall adjudicate its disputes only as outlined in the grievance and arbitration procedure as set forth in Article V, provided however, the dispute arises during the term of this agreement. If a dispute arises beyond said Term of Agreement as set forth in Article XIII, each party hereto can take whatever legal remedy to which it is entitled.

#### **ARTICLE IX** **Wages & Benefits**

**For All Regular Part-time Employees**

A regular part-time employee is defined as an employee who has worked one hundred twenty-five (125) four-hour shifts during his/her employment year. An employment year is the completion of 365 days from the date of hire.

1. The wages, hours, and terms herein set forth are specifically intended to provide for and be applicable to the theatre and productions operated by the EMPLOYERS and tenants for whom the EMPLOYERS provide box office services.

**WAGES:** The EMPLOYER agrees to pay not less than the following schedule of wages for work performed:

	9/1/2019 <u>8/31/2020</u>	9/1/2020 <u>8/31/2021</u>	9/1/2021 <u>8/31/2022</u>	9/1/2022 <u>8/31/2023</u>
Ticket Seller	\$16.55/hr.	\$17.05/hr.	\$17.48/hr.	\$18.00/hr.
Lead Ticket Seller	\$18.21/hr.	\$18.76/hr.	\$19.23/hr.	\$19.81/hr.

2. **VACATION:** Regular part-time employees covered by this Agreement shall, in addition to all other wages, receive an amount equal to four percent (4%) of their gross earnings as vacation pay. The EMPLOYERS will forward to the UNION by the end of January of each year a list of those employees receiving vacation payment and the amounts received:
3. **HOLIDAYS:** The following holidays shall be observed: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Eve Day. All EMPLOYEES who work on an observed Holiday shall be paid at time and one-half (1 ½) their regular rate of pay.

Holidays worked shall be counted as time worked for overtime purposes.

4. **SICK PAY:** A. Each employee who is subject to this agreement who works 30 or more days within a year from commencement of employment is entitled to accrue sick leave at the rate of 1 hour for every 30 hours worked, and may use such sick leave commencing on the 90<sup>th</sup> day worked. The accrual of such sick leave shall not exceed 24 hours or 3 days in each year of employment or such employment period.  
B. Sick leave with pay shall only be applicable in cases of bona fide illness or injury and the EMPLOYERS may require a doctor's' certificate or other reasonable proof of illness, or as provided by California Labor Code.
5. **PARKING:** The EMPLOYERS will use their best efforts to arrange parking in a prescribed and convenient place at no cost to employees covered by this Agreement.

**\* Lead Ticket Seller is the only Full time employee and will remain on AEG benefits for Health, Dental, Vision, 401K, Sick time and Vacation. Employee Contributions are in accordance with**

*the AEG Benefits policy. The Company reserves the right to change any benefit plan without notice.*

**ARTICLE X**  
**LEAVES OF ABSENCE**

**1. Bereavement Leave**

Regular part-time employees shall be granted three (3) days' unpaid bereavement leave as necessary to attend a funeral or memorial service in the event of the death of the employee's spouse, mother, father, sister, brother, son, daughter, grandchild, grandparent or domestic partner. Such unpaid bereavement leave shall be extended to five (5) days as necessary to attend a funeral or memorial service out of state. Time off for bereavement leave shall not count as an absence in the employee's attendance record. The employee shall be required to provide proof that he or she took leave to attend a funeral, memorial service or other function held in connection with the death of a relative or domestic partner as described in the preceding sentence.

**2. Military Leave**

In recognition of rights and privileges of all men and women who have served in the Armed Forces of the United States, both parties hereto agree to observe the provisions and spirit of that Section of the Uniformed Services Employment and Reemployment Rights Act (38 U.S.C. §§ 4301 – 4335) which provide for the reemployment of veterans

**ARTICLE XI**  
**HEALTH AND WELFARE**

1. Except for the Full time employee, The EMPLOYERS shall provide Health and Welfare coverage for employees covered by this Section, as follows:
  - a. Each Year, the EMPLOYERS shall submit to the IATSE National Benefit Fund ("Fund"): (i) a list of all employees who have worked and/or been paid for the equivalent of 30 hours per week or more at the STAPLES Center and Microsoft Theater for the preceding 12 months. Employees that work an average of 30 hours or more per week will be eligible to participate in the Full time Direct Cost plan.
  - b. Each Year, the Employers shall submit to the National Benefit Fund ("Fund"): (i) a list of all employees who have worked and/or been paid for the equivalent of 20 hours to 29 hours per week at the STAPLES Center and Microsoft Theater for the preceding 12 months. Employees that work an average of 20-29 hours or more per week will be eligible to participate in the Part time Direct Cost plan. Part time Direct Plan eligible

employees will be able to take part on the Local IATSE National Benefit Fund Medical and Prescription drug coverage.

2. Maintenance of Benefits

- a. The EMPLOYERS Contribution for the full time direct cost is \$589.07 per full time direct cost employee per month.
- b. The EMPLOYERS Contribution for the Qualified Part Time Direct cost is \$531.81 per part time direct cost employee per month.
- c. It is agreed that if the amount of contributions required by the Board of Trustees is modified during the term of this Agreement, including pre-impasse periods, then the Employers agree to pay up to a 6.0% increase in contributions per year per eligible employee. If the Board of Trustees requires a premium increase greater than 6.0% per year per eligible employee in order to maintain the current level of benefits, then the employee shall make the necessary co-payments for any amount in excess of 6.0% through pre-tax payroll deduction by the EMPLOYERS.

**ARTICLE XII**  
**UNIFORMS**

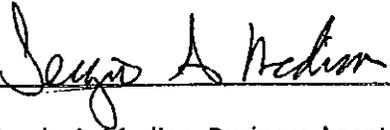
Whenever an EMPLOYEE is required by the EMPLOYERS to wear a specified type of uniform or special work shoes or boots, except for undergarments (leotards), said uniforms or special work shoes or boots shall be provided by the EMPLOYERS and shall be adequate for the performance of the duties of the EMPLOYEE. Where the EMPLOYERS require no special work shoes or boots, the EMPLOYERS can require the EMPLOYEE to wear a brown to black shoe, adequately polished or buffed for a neat presentable appearance.

**ARTICLE XIII**  
**TERM OF AGREEMENT**

~~This Agreement shall remain in full force and effect from September 1, 2019 through and including August 31, 2023 and shall be considered self-renewing for yearly periods thereafter, unless notice is filed by either party with the other, in writing, of its desire to terminate, change or alter said Agreement, at least ninety (90) calendar days prior to the expiration date of this agreement.~~

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT this 24 day of August, 2019.

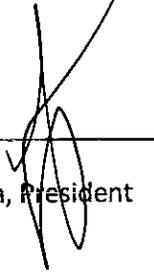
**UNION:** TREASURERS AND TICKET SELLERS, LOCAL 857



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Sergio A. Medina, Business Agent

**EMPLOYER:** LOS ANGELES ARENA CO., LLC and L.A. LIVE THEATRE, LLC,  
(STAPLES CENTER, MICROSOFT THEATRE & L.A. LIVE)



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Lee Zeidman, President

## IATSE NATIONAL PENSION, NATIONAL HEALTH & WELFARE, ANNUITY, AND VACATION FUNDS

### Trust Acceptance Agreement

The IATSE or the IATSE Local named below (the "Union") and the Employer named below agree as follows regarding benefits to the Pension, Health & Welfare, Annuity, and/or Vacation Fund, respectively and individually as specified below, for employees covered by the Collective Bargaining Agreement ("CBA") between them:

**1. Trust Agreement (check off all applicable Funds per the terms of the CBA):**

Employer agrees to be bound by all of the terms and provisions of:

- a. **PENSION:** The Agreement and Declaration of Trust (the "*Pension Fund Trust Agreement*") establishing the IATSE National Pension Fund (the "*Pension Fund*") as restated September 22, 2005, and as amended, and the Pension Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Pension Fund Collection Guidelines*")
- b. **HEALTH & WELFARE:** The Agreement and Declaration of Trust (the "*Welfare Fund Trust Agreement*") establishing the IATSE National Health and Welfare Fund (the "*Welfare Fund*") as restated September 22, 2005, and as amended, and the Welfare Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Welfare Fund Collection Guidelines*")
- c. **ANNUITY:** The Agreement and Declaration of Trust (the "*Annuity Fund Trust Agreement*") establishing the IATSE Annuity Fund (the "*Annuity Fund*") as restated September 22, 2005, and as amended, and the Annuity Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Annuity Fund Collection Guidelines*")
- d. **VACATION:** The Agreement and Declaration of Trust (the "*Vacation Fund Trust Agreement*") establishing the IATSE National Vacation Fund (the "*Vacation Fund*") as restated September 22, 2005, and as amended, and the Vacation Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Vacation Fund Collection Guidelines*")

Employer also agrees to be represented in the administration of the Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, respectively as specified above, by the Employer Trustees named in the applicable Trust Agreement or by their successors.

**2. Computation of Contributions**

Commencing with the effective date for contributions under the CBA between the Union and Employer, and continuing through any renewals, extensions or amendments thereof, Employer agrees to contribute the sums specified in the CBA to the Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, as applicable, for each and every employee whose position is covered by that CBA.

**3. Payment of Contributions**

Payment of contributions as required above shall be made by check payable to the "IATSE National Benefit Funds," and must be received in the designated Lockbox or Funds Office not later than: **For Weekly Contributors, the end of the week following the week of employment; OR, For Monthly Contributors, the 10<sup>th</sup> day of the month following the month of employment.** Each payment of contributions must be accompanied by a Remittance Report in the manner described in the Funds' contributions guidebook.

Check One:  Monthly Contributor  
 Weekly Contributor

1st day of January of preceding year (If CBA provides a different due date than set forth above, indicate here. \*)

\* Due dates MUST be based on a specific date/amount of time after the **work** dates; they cannot be based on **pay** dates.

→ **Note:** Any 401(k) salary deferral contributions, to the Annuity Fund must be received by **no later than the 15<sup>th</sup> of the month following the month in which the work was performed** and the deductions withheld.

→ **Note:** For the purposes of Pension vesting, Employers **must** report the **number of days worked** regardless of the basis of Pension contributions.

Please refer to the Contributions & Collections Handbook for more information on submission of contributions, refunds, interest, etc.

**4. Records**

Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its records covering such employment in accordance with the Trust Agreements and the Pension Fund, Welfare Fund, Annuity Fund, and/or Vacation Funds' Collection Guidelines, as applicable herein.

**5. IRS Compliance**

The Pension, Health & Welfare and Annuity Plans adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable Employer to treat contributions to the Pension Fund, the Welfare Fund and the Annuity Fund, as a deduction for income tax purposes.

**Terms of the CBA**

If not already attached to this Trust Acceptance, a copy of the current CBA will be provided by the Employer upon request by the Funds Office. This Trust Acceptance Agreement shall continue in full force and effect until the parties sign a successor CBA that supersedes the current contribution rates, in which case the parties shall be required to sign a new Trust Acceptance Agreement and submit it to the Funds Office for all Funds affected. Should the parties (i) fail to sign an extension agreement but continue performance of the CBA after its expiration date, or (ii) sign a renewal, extension or amendment of the CBA that does not change the current contribution rates, this Trust Acceptance Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, as applicable herein.

**TERM OF CONTRACT:** From September 1, 2019 To August 31, 2023

**TYPE OF CONTRACT:** (e.g., Area Standards, Travelling Stage Employees Contract): Box Office/Front of House

**CONTRIBUTION RATES (Please complete for all applicable Funds):**

**PENSION**

To Which Pension Plan Are You Contributing (Check One):

- Pension Plan B  Pension Plan C

\* The contribution rate for Pension Plan B must be per day and comport with the Plan's daily contribution amounts listed in the Plan's Summary Plan Description.

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM	
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		

\* If percent (%), please check off whether percent of gross or scale earnings. If dollar amount (\$), please check off whether per hour, per day or per shift. If Other, please specify.

**Note:** For the purposes of Pension vesting, Employers must report the number of days worked regardless of the basis of Pension contributions.

**HEALTH & WELFARE**

To Which Health & Welfare Plan Are You Contributing (Check One):

- Health & Welfare Plan A\*  
 Health & Welfare Plan C

\* The contribution rate for Health & Welfare Plan A must be per day and be equal to the daily rate or the 3 year blended rate set by the Trustees each year.

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM
8/1/19	8/31/23	\$	\$589.07	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day <input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Shift	30 hours/week 40 hours/week
8/1/19	8/31/23	\$	\$531.81	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day <input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Shift	20 hours/week 29 hours/week
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>	

\* If percent (%), please check off whether percent of gross or scale earnings. If dollar amount (\$), please check off whether per hour, per day or per shift. If Other, please specify.

**ANNUITY**

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>	
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>	
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>	

\* If percent (%), please check off whether percent of gross or scale earnings. If dollar amount (\$), please check off whether per hour, per day or per shift. If Other, please specify.

**9. CONTRIBUTION RATES** (continued)

*Salary deferrals to the Annuity Fund*

For salary deferrals (401(k) contributions) to the **Annuity Fund**, you must meet the requirements under (a) or (b):

- (a) The **Employer** contribution rate must be **3% or greater of employee's wages**, or
- (b) The employee is working under one of the following contracts (check one):
  - Theatrical and Television Motion Picture Area Standards Agreement
  - AICP Multi-State Supplement to the AICP West Agreement
  - Single Signatory (i.e., one-off) theatrical motion picture and television agreement
  - Low Budget theatrical and television motion picture term agreement
  - Television term agreement
  - Music Video Production Agreement

For salary deferrals under this section (b) no Highly Compensated Employees may participate. In addition, Employer agrees to timely provide salary information for all relevant periods for all employees eligible to participate or who would be eligible if they were not Highly Compensated Employees. (Employer check here if applicable and agreed)  **Agreed**.

Employer agrees to withhold the respective salary deferral (401(k) contributions) per the requirement above and submit same to the Annuity Fund by no later than the 15<sup>th</sup> of the month following the month in which the work was performed and the deductions were withheld. (Employer check here if applicable and agreed)  **Agreed**

**VACATION**

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM	
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		

\* If percent (%), please check off whether percent of **gross** or **scale** earnings.  
If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

The parties hereto agree to the above provisions numbered 1-9:

FOR IATSE or IATSE Local # 857 (Fill in applicable union Local #):

By: Sergio A. Medina Business Agent/Sec'y Treasurer Sergio A. Medina  
(Signature of Authorized Officer) (Title) (Print Name)

Date: August 27, 2019

**FOR EMPLOYER:**

Los Angeles Arena CO., LLC and L.A. Live Theatre, LLC.  
(Insert Name of Employer) (Employer Federal Tax ID No.)  
1111 S. Figueroa Street, Suite 3100 Los Angeles, CA 90015  
(Address) (City, State, Zip)  
213-763-7764 (Area Code/Telephone No.) (Area Code/Fax No.)

By: Lee Zeidman President Lee Zeidman  
(Signature of Authorized Officer) (Title) (Print Name)

Date: 9/29, 2019

**PAYROLL COMPANY (If Applicable)**

(Payroll Company) (Name of Contact Person)  
(Address) (City, State, Zip)  
(Area Code/Telephone No.) (Area Code/Fax No.)