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Attorneys for Petitioner Michael Solid

Electronically Filed  
Aug 22 2016 04:05 p.m.  
Tracie K. Lindeman  
Clerk of Supreme Court

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

**MICHAEL SOLID,**

Petitioner,

vs.

**EIGHTH JUDICIAL DISTRICT  
COURT JUDGE, THE  
HONORABLE VALERIE ADAIR,**

Respondents,

and

**MY ENTERTAINMENT TV, THE  
STATE OF NEVADA,**

Real Parties in Interest.

Supreme Court No.

District Court No. C-13-290260-1

Dept. No. 21

**APPENDIX IN SUPPORT OF  
EMERGENCY PETITION FOR  
WRIT OF MANDAMUS OR, IN  
THE ALTERNATIVE, WRIT OF  
PROHIBITION**

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DISTRICT COURT ADMIN

**EIGHTH JUDICIAL DISTRICT COURT**  
CLARK COUNTY, NEVADA

State of Nevada

PLAINTIFF

-VS-

Michael Solid

DEFENDANT

CASE NO: C-29260 C290260-1

DEPT. NO: 21

**MEDIA REQUEST AND ORDER ALLOWING  
CAMERA ACCESS TO COURT PROCEEDINGS**

\* Please fax to (702) 671-4548 to ensure that  
the request will be processed as quickly as possible.

CLERK OF THE COURT

Jonathan Grosskopf (name), of MY Entertainment (media organization),

hereby requests permission to broadcast, record, photograph or televise proceedings in the above-entitled case in

Dept. No. 21, the Honorable Judge Judge Adair Presiding, on the 22 day of  
August, 2016

I hereby certify that I am familiar with, and will comply with Supreme Court Rules 229-246, inclusive. If this request is being submitted less than twenty-four (24) hours before the above-described proceedings commence, the following facts provide good cause for the Court to grant the request on such short notice:

It is further understood that any media camera pooling arrangements shall be the sole responsibility of the media and must be arranged prior to coverage, without asking for the Court to mediate disputes.

Dated this 26 day of July, 2016.

SIGNATURE: [Signature]

PHONE: (917) 678-9352

**IT IS HEREBY ORDERED THAT:**

[ ] The media request is denied because it was submitted less than 24 hours before the scheduled proceeding was to commence, and no "good cause" has been shown to justify granting the request on shorter notice.

[ ] The media request is denied for the following reasons: \_\_\_\_\_

X

The media request is granted. The requested media access remains in effect for each and every hearing in the above-entitled case, at the discretion of the Court, and unless otherwise notified. This order is made in accordance with Supreme Court Rules 229-246, inclusive, at the discretion of the judge, and is subject to reconsideration upon motion of any party to the action. Media access may be revoked if it is shown that access is distracting the participants, impairing the dignity of the Court, or otherwise materially interfering with the administration of justice.

[ ] OTHER: \_\_\_\_\_

**IT IS FURTHER ORDERED** that this document shall be made a part of the record of the proceedings in this case.

Dated this 27<sup>th</sup> day of July, 2016.

[Signature]  
DISTRICT COURT JUDGE

**EIGHTH JUDICIAL DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

State of Nevada

PLAINTIFF

-VS-

Michael Solid

DEFENDANT

CASE NO: C-13-290260-1

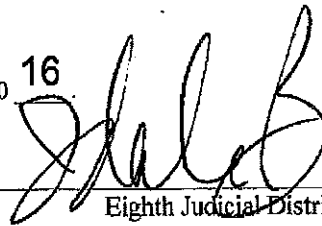
DEPT. NO: 21

NOTIFICATION OF  
MEDIA REQUEST

**TO: COUNSEL OF RECORD IN THE ABOVE-CAPTIONED CASE:**

You are hereby notified pursuant to Supreme Court Rules 229-246, inclusive, that media representatives from My Entertainment have requested to obtain permission to broadcast, televise, record or take photographs of all hearings in this case. Any objection should be filed at least 24 hours prior to the subject hearing.

DATED this 27 day of July, 2016



Eighth Judicial District Court

**CERTIFICATE OF SERVICE BY FACSIMILE TRANSMISSION**

I hereby certify that on the 27 day of July, 2016, service of the foregoing was made by facsimile transmission only, pursuant to Nevada Supreme Court Rules 229-246, inclusive, this date by faxing a true and correct copy of the same to each Attorney of Record addressed as follows:

Plaintiff

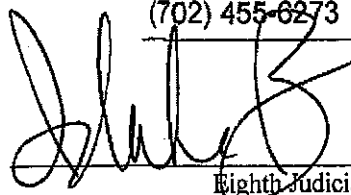
District Attorney

(702) 455-2294

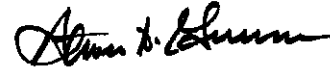
Defendant

Randall H Pike

(702) 455-6273



Eighth Judicial District Court



CLERK OF THE COURT

MRCN  
DAVID M. SCHIECK  
SPECIAL PUBLIC DEFENDER  
Nevada Bar No. 0824  
RANDALL H. PIKE  
Assistant Special Public Defender  
Nevada Bar No. 1940  
ROBERT ARROYO  
Chief Deputy Special Public Defender  
Nevada Bar No. 11512  
330 S. Third St. #800  
Las Vegas, NV 89155-2316  
(702) 455-6265  
(702) 455-6273 fax  
[rpik@clarkcountynv.gov](mailto:rpik@clarkcountynv.gov)  
[rarroyo@clarkcountynv.gov](mailto:rarroyo@clarkcountynv.gov)

Attorneys for MICHAEL SOLID

DISTRICT COURT  
CLARK COUNTY, NEVADA

THE STATE OF NEVADA,	)	CASE NO. C-13-290260-1
	)	
Plaintiff,	)	DEPT. NO. 21
	)	
vs.	)	
	)	
MICHAEL SOLID,	)	
	)	
Defendant.	)	

**MOTION TO RECONSIDER AND DENY MY ENTERTAINMENT TV'S REQUEST  
TO RECORD ALL HEARING IN THIS CASE ON AN ORDER SHORTENING  
TIME**

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

COMES NOW, Defendant Michael Solid, by and through his attorneys, David M. Schieck, Special Public Defender, Randall H. Pike, Assistant Special Public Defender, and Robert Arroyo, Chief Deputy Special Public Defender, and objects to My Entertainment's Request to Record and Broadcast all proceedings in this case.

This objection is made and based on the pleadings and papers on file, the Memorandum of Points and Authorities attached hereto, as well as any argument as may be heard at the hearing of this Motion.

**ORDER SHORTENING TIME**

Upon application of ROBERT ARROYO, attorney for Defendant herein, and good cause appearing therefor,


IT IS HEREBY ORDERED that the foregoing Motion shall be heard on this 18 day of August 2016 at the hour of 9:30 a.m., in Department No. 21.

  
DISTRICT COURT JUDGE

RW

Respectfully submitted:

DAVID M. SCHIECK  
SPECIAL PUBLIC DEFENDER



ROBERT ARROYO  
RANDALL PIKE  
330 S. Third Street, Ste. 800  
Las Vegas NV 89155  
Attorneys for SOLID

1  
2 **AFFIDAVIT IN SUPPORT OF ORDER SHORTENING TIME**

3 STATE OF NEVADA )  
4 COUNTY OF CLARK ) ss:

5 ROBERT ARROYO, ESQ, being first duly sworn deposes and says:

6 Affiant is a Deputy Special Public Defender and one of the attorneys assigned to represent  
7 Michael Solid. Trial is set to begin on August 22, 2016. Calendar call is set for August 18, 2016.

8 On August 4, 2016, a Media Request and Order Allowing Camera Access to Court  
9 Proceedings was filed. The order grants My Entertainment access to film all proceedings in this  
10 case. The Order states My Entertainment's access is subject to reconsideration upon motion by  
11 a party. Counsel received notification of the media request which requested any objection to My  
12 Entertainment's Request to broadcast, televise, record and take photographs be made at least 24  
13 hours prior to the subject hearing. On August 12, 2016, before the co-defendant entered a guilty  
14 plea, I informed the Producers and Deputy District Attorneys of my intent to object to the order  
15 allowing My Entertainment TV to film and broadcast Michael Solid's trial.

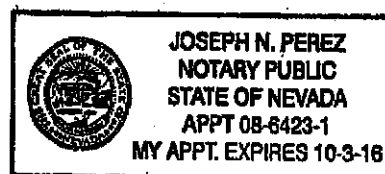
16 The instant Motion is being filed as an objection to My Entertainment TV's plan to film  
17 this trial and broadcast it as part of the docu-drama television show, Las Vegas Law. This must  
18 be heard on an order shortening time because the Calendar Call is set for two days and trial starts  
19 in one week.

20  
21   
ROBERT ARROYO

22 SUBSCRIBED AND SWORN to before me

23 this 15<sup>th</sup> day August of 2016.

24   
Notary Public in and for said County and State



1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **RELEVANT PROCEDURAL HISTORY**

3 The trial in this case is set for August 22, 2016. On August 4, 2016, a Media Request and  
4 Order Allowing Camera Access to Court Proceedings was filed. The order grants My  
5 Entertainment access to film all proceedings in this case. The Order states My Entertainment's  
6 access is subject to reconsideration upon motion by a party. The instant Motion FOR  
7 Reconsideration follows.

8 **STATEMENT OF FACTS**

9 The Clark County District Attorney's Office and My Entertainment TV entered into a  
10 contract for My Entertainment TV to produce up to 12 episodes and a pilot of a television  
11 program for a broadcast or cable television network. See the Clark County District Attorney  
12 Television Series Agreement and First Amendment to the Agreement, attached hereto as Exhibit  
13 A. The program, of which six episodes have already aired, highlights cold cases and/or cases  
14 which are being prosecuted by the Clark County District Attorney's Office. Exh. A, p. 1. The  
15 show currently airs on the Discovery Channel's "Investigation Discovery" network. It is called  
16 "Las Vegas Law."

17 According to the description on My Entertainment's web page<sup>1</sup>, My Entertainment TV  
18 is:

19 "A company with a broad spectrum of experience in television: we package and  
20 consult, but first and foremost, we are producers. We're proud to create  
21 compelling entertainment television that stays on the air. We've created shows for  
22 National Geographic, TruTV, Spike TV, Travel Channel, TLC, IFC, Discovery  
Channel, LOGO and Oxygen, among others. My Entertainment is also a purchaser  
of international formats for production and distribution in the U.S."

23 See Webpage Printout, attached hereto as Exhibit B. Las Vegas Legal Law is described as,

24 "a one-hour, non-fiction series that offers, unprecedented access to the gritty,  
25 dramatic and entertaining world of the 'superheroes' fighting crime in one of the  
26 wildest cities on the planet. There's no higher stakes in Las Vegas than in the  
D.A.'s office, where winning and losing is truly life or death- and 'dealing'  
doesn't just happen in casinos."<sup>2</sup>

27 <sup>1</sup>[www.myentertainment.tv](http://www.myentertainment.tv)

28 <sup>2</sup>[www.myentertainment.tv/shows/las-vegas-law-investigation-discovery/](http://www.myentertainment.tv/shows/las-vegas-law-investigation-discovery/)



1 Exh. B.

2 According to the contract, the District Attorney agrees to give My Entertainment TV  
3 access to its office, personnel, and case files for inclusion in the TV series. Exh. A, pp. 1-2. The  
4 County may have one or more representatives present with the Producer of the show to protect  
5 the public image of the DA's office. The case subject matter of each episode shall be mutually  
6 acceptable to Producer and DA's Office. My Entertainment TV owns filming activity in  
7 connection with the Program and for promotional and advertising purposes. The final product  
8 may be sold to third parties but it must remain intact. Exh. A, p. 3.

9 The final version of the show that airs on television needs to be approved by the County,  
10 through Steve Wolfson and Laura Rehfeldt. Exh. A, pp. 2, 4. District Attorney Steve Wolfson  
11 has the authority to remove any material from the final broadcast that he unilaterally determines  
12 would potentially cause the public to distrust the District Attorney's office or to hold it in low  
13 esteem. Exh. A, p. 4, Sec. 9. All other matters, including "artistic taste," are within the control  
14 of My Entertainment TV. Exh., A, p. 4. The County has given the show permission to film  
15 confidential information as long as it is omitted from the final program. Exh. A, p. 3. However,  
16 the Producer must obtain the express permission of each individual county employee it wishes  
17 to film, tape or record. Exh. A, p. 1.

18 The County is being compensated for granting access to My Entertainment TV. The  
19 County will receive \$4,000 if the show is a half-hour long. If the show is one-hour long, the  
20 County will receive \$6,000. There is currently a Second Amendment pending, which would  
21 increase the compensation to \$7500 per episode. See Second Amendment to "Clark County  
22 District Attorney" Television Series Agreement, attached hereto as Exhibit C.

23  
24 **LEGAL ARGUMENT**

25 **THIS COURT SHOULD REVOKE ITS PREVIOUS ORDER ALLOWING**  
26 **MY ENTERTAINMENT TO RECORD AND BROADCAST ALL**  
27 **PROCEEDINGS IN THIS CASE.**

28 Michael Solid's rights to Due Process, a Fair Trial, and Effective Assistance of Counsel  
under the Sixth and Fourteenth Amendments to the United States Constitution and the Nevada

1 State Constitution will be violated if My Entertainment is allowed to film the trial and court  
2 proceedings in this case. This Court should not have granted My Entertainment TV permission  
3 to film the proceedings in this case as there are no rules that would allow a production company  
4 to pay for access to record, edit, and sell footage of criminal proceedings. It is well established  
5 that there is no constitutional right to film and broadcast a criminal trial. See Courtroom TV  
6 Network, LLC v. State of New York, 833 N.E. 2d 1197, 1200-02 (N.Y. 2005) (citing Chandler  
7 v. Florida, 449 U.S. 560, 569 (1981). "There is a long leap... between a public right under the  
8 First Amendment to attend trials and a public right under the First Amendment to see a given  
9 trial televised. Id. at 1200, citing Westmoreland v. Columbia Broadcasting Sys., Inc., 752 F.2d  
10 16, 23 (2<sup>nd</sup> Cir. 1984).

11 Although there is no federal right to film and broadcast a trial, the Nevada Supreme Court  
12 has passed rules governing the filming, recording and broadcasting of court proceedings. See  
13 Nev. Sup. Ct. R. 229-246. The rules state, "news reporters desiring permission to provide  
14 electronic coverage of a proceeding in the courtroom shall file a written request with the judge  
15 at least 24 hours before the proceeding commences..." Nev. Sup. Ct. R. 230(1). "Under these  
16 rules there is a presumption that all courtroom proceedings that are open to the public are subject  
17 to electronic coverage. Nev. Sup. Ct. R. 230(2). The right to cover court proceedings  
18 electronically is not absolute. The Court must make particularized findings based upon the  
19 enumerated factors when determining if electronic coverage will be allowed at a proceeding.  
20 Nev. Sup. Ct. R. 230(2). "Video, photography or audio reproductions may only be used for  
21 educational and informational purposes, and may not be used for unrelated advertising purposes.  
22 Nev. Sup. Ct. R. 241(1).

23 This Court should revoke My Entertainment TV's permission to film the court  
24 proceedings pursuant to Nev. Sup. Ct. R. 229-246 because My Entertainment TV is not a "news  
25 reporter" as defined by the rules and the broadcasting of the resulting Las Vegas Legal show is  
26 prohibited by Nev. Sup. Ct. R. 241. Additionally, if My Entertainment TV is a news reporter,  
27 this Court should revoke its order allowing electronic coverage of the court proceedings in this  
28 case because the enumerated factors listed in Nev. Sup. Ct. R. 230(2) weigh in favor of

1 prohibiting electronic coverage by My Entertainment TV. Lastly, if this Court denies Solid's  
2 objection to electronic coverage by My Entertainment TV, counsel for Solid asserts that as Clark  
3 County employees, they do not consent to any filming activity pursuant to the Clark County  
4 District Attorney Television Series Agreement.

5 **1. My Entertainment is Not a News Reporter for Purposes of Nevada Supreme Court**  
6 **Rules 229-246 and Therefore It is Not Entitled to Film the Proceedings.**

7 The Nevada Supreme Court rules expressly prohibit the recording of courtroom  
8 proceedings except as provided by rules 229-246. Nev. Sup. Ct. R. 229 (2)(b). A person  
9 seeking to electronically record courtroom proceedings must seek the permission of the judge.  
10 Nev. Sup. Ct. R. 230. The rules only allow "news reporters" to seek permission to electronically  
11 cover courtroom proceedings. Nev. Sup. Ct. R. 230 (1). Also, the Nevada Supreme Court has  
12 limited the use of any recorded material for educational or informational purposes only. Nev.  
13 Sup Ct. R. 241(1).

14 This Court should prohibit My Entertainment TV from filming or otherwise recording the  
15 court proceedings because My Entertainment TV is not a "news reporter" as defined by Nev.  
16 Sup. Ct. R. 229. Under the rules, a "'News reporter' shall include any person who gathers,  
17 prepares, collects, photographs, records, writes, edits, reports, or publishes news or information  
18 that concerns local, national, or international events or other matters of public interest for  
19 dissemination to the public." Nev. Sup. Ct. R. 229(1)(c). Based upon its own description, My  
20 Entertainment TV's main focus is to create compelling television shows for sale to cable  
21 networks. My Entertainment TV does not publish news or information directly. The purpose of  
22 filming Mr. Solid's trial is to create a docu-drama that will be sold to the Discovery Channel.  
23 This also violates the limitation that any footage recorded during a court proceeding only be used  
24 for educational or informational purposes. Nev. Sup. Ct. R. 241 (1).

25 My Entertainment TV's purpose for filming the trial is contrary to what is expected from  
26 a traditional local news outlet. For example, Channel 3 News website states simply, "KSNV  
27 NBC Las Vegas covers news, sports, weather, and traffic for the Las Vegas, Nevada area."<sup>3</sup> To

---

28 <sup>3</sup>Www.news3lv.com/news

1 the contrary, My Entertainment TV is concerned with creating a compelling story line to gain  
2 ratings rather than disseminating information to the public. This is demonstrated by the  
3 description of Las Vegas Law which promises access to the "gritty, dramatic and entertaining  
4 world of the 'superheroes' fighting crime in one of the wildest cities on the planet." Exh. B. It  
5 must be assumed that defense counsel is left to play the villain in this story My Entertainment  
6 TV has created. It is also concerning that the District Attorney has final say over the completed  
7 project and may reject any footage which would paint the District Attorney's office. Exh. A, p.  
8 4, Sec. 9. This editing power held by the District Attorney's Office should be considered as  
9 evidence that My Entertainment TV is not acting a traditional news reporter but more as drama  
10 series producer.

11 **2. Even if My Entertainment is Considered a News Reporter, This Court Should Deny**  
12 **the Request to Film the Trial Based Upon the Factors Listed.**

13 The allowing of electronic coverage in the court room is not an unrestricted right.  
14 Nevada Sup. Ct. R. 231(2) states, "[t]his authorization may be revoked at any time without prior  
15 notice when in the judge's discretion, it appears that electronic coverage of the judicial  
16 proceedings is interfering in any way with the proper administration of justice." Additionally,  
17 "news reporters shall have no greater rights of access than the public." Nev. Sup. Ct. R. 242.

18 If this Court is going to allow My Entertainment TV to film the court proceedings in this  
19 case, it must make particularized findings on the record. Nev. Sup. Ct. R. 230(2). The factors  
20 this Court must consider are:

- 21 (a) The impact of the coverage upon the right of any party to a fair trial;  
22 (b) The impact of coverage upon the right of privacy of any part or witness;  
23 (c) The impact of coverage upon the safety and well-being of any party, witness or juror;  
24 (d) The likelihood that coverage would distract participants or would detract from the dignity  
25 of the proceedings;  
26 (e) The adequacy of the physical facilities of the court for coverage; and  
27 (f) Any other factor affecting the fair administration of justice.  
28

1 Nev. Sup. Ct. R. 230 (2)(a-f).

2 The factors weigh in favor of prohibiting My Entertainment TV from filming Michael  
3 Solid's trial and other court proceedings in this case. In regards to having cameras in the  
4 courtroom, the United States Supreme Court has noted the potential dangers of having electronic  
5 coverage of a criminal trial:

6 In the context of a trial of intense public interest, there is certainly a strong  
7 possibility that the timid or reluctant witness, for whom a court appearance even  
8 at its traditional best is a harrowing affair, will become more timid or reluctant  
9 when he finds that he will also be appearing before a 'hidden audience' of  
10 unknown but large dimensions. There is certainly a strong possibility that the  
11 'cocky' witness having a thirst for the limelight will become more 'cocky' under the  
influence of television. And who can say that the juror who is gratified by having  
been chosen for a front-line case, an ambitious prosecutor, a publicity-minded  
defense attorney, and even a conscientious judge will not stray, albeit  
unconsciously, from doing what 'comes naturally' into pluming themselves for a  
satisfactory television 'performance'?

12 Estes v. Texas, 381 U.S. 532, 591 (1962).

13 In this case, Mr. Solid will be denied the right to a fair trial if My Entertainment TV is  
14 allowed to film the proceedings to be used in its nationally televised docu-drama - Las Vegas  
15 Law. First, Mr. Solid's right to effective assistance of counsel will be compromised. Counsel  
16 did not go to acting school and does not plan to voluntarily participate in whatever storyline My  
17 Entertainment TV and the District Attorney's Office decide to spin from this case. Counsel will  
18 be distracted with thought of how he will be portrayed in this nationally televised docu-drama.  
19 As stated above, My Entertainment TV has set up the narrative so that the District Attorneys  
20 Office will play the role of the "super heroes." Exh. B. Counsel does not have any comparative  
21 say over the final editing of each episode and is worried he will be made out to be a villain for  
22 ratings and to advance the created storyline. Counsel does not believe he will be able to represent  
23 Mr. Solid to the best of his ability with My Entertainment TV filming the proceedings.

24 Additionally, at least one of Mr. Solid's penalty phase witnesses has refused to participate  
25 in the sentencing hearing if My Entertainment TV is allowed to film the proceedings. Witnesses  
26 for Solid will have the same concerns that counsel has with being aligned with the villain. The  
27 manner in which potential witnesses are displayed for this docu-drama has the potential to  
28 greatly effect people's personal lives at school or work. Allowing My Entertainment TV to film

1 the court proceedings will effect Mr. Solid's right to present an adequate defense at the trial and  
2 penalty phases.

3 Lastly, allowing My Entertainment TV to film to court proceedings will greatly detract  
4 from the dignity of the proceedings. My Entertainment is paying several thousand dollars per  
5 episode for access to the criminal justice system in Clark County. This Court should not allow  
6 a company to buy access to and exploit our criminal justice system for its own profit motive.  
7 This case involves the death of a young boy. The jurors are going to be in a tough situation in  
8 determining if a young man should be held liable for the death and whether to permanently deny  
9 that young man's right to liberty by sentencing him to life in prison without the possibility of  
10 parole. These proceedings should be treated with the utmost dignity and respect. They should  
11 be not be reduced to a spectacle in the form of a half-hour docu-drama television show  
12 collaboration between My Entertainment TV and the District Attorney's office for the purpose  
13 of boosting the ratings of a cable television network. This exploitation by My Entertainment TV  
14 makes a mockery out of our criminal justice system.

15 As previously stated, the media's access to the courtroom is not without limitations and  
16 it is incumbent upon the court to consider all the factors outlined in SCR 230. This Court should  
17 revoke its order granting My Entertainment TV permission to film all court proceedings in this  
18 case based upon the factors discussed above. Allowing My Entertainment TV the ability to film  
19 the proceedings, and later use them in their docu-drama will have a negative effect on the dignity  
20 of the criminal justice system.

21 **3. Counsel for Michael Solid Do Not Consent to Being Recorded, Filmed, Taped, or**  
22 **Photographed.**

23 As stated above, the contract between the County and My Entertainment TV expressly  
24 states that "whether a County employee is to be recorded, filmed, taped or photographed is a  
25 personal decision of each individual County employee. All filming Activity of County  
26 Employees will be undertaken only with each individual employee's written consent..." Exh.  
27 A, p. 1. Solid's attorneys assert that they do not give their consent to be recorded by My  
28 Entertainment TV.

Additionally, this Court has the discretion to limit electronic coverage of any participant in the court proceedings that do not consent to being filmed or photographed. Nev. Sup. Ct. R. 240(1). Counsel for Solid would request that this Court enter an order prohibiting My Entertainment TV from filming or recording counsel pursuant to Nev. Sup. Ct. R. 240(1) because counsel asserts that such recording for a nationally televised docu-drama would hinder counsel's performance and representation of Mr. Solid at trial.

## CONCLUSION

Wherefore, Defendant Solid respectfully requests that this honorable Court enter an Order preventing My Entertainment TV from filming the court proceedings and trial in this case.

DATED this 16th day of August, 2016.

RESPECTFULLY SUBMITTED:

**/s/ ROBERT ARROYO**

**ROBERT ARROYO**  
**RANDY H. PIKE**  
**Attorneys for MICHAEL SOLID**

**CERTIFICATE OF ELECTRONIC FILING**

I hereby certify that service of the Motion for Separate Trials was made on August 16, 2016, by Electronic Filing to:

DISTRICT ATTORNEY'S OFFICE  
email: [motions@clarkcountynyda.com](mailto:motions@clarkcountynyda.com)

/s/ Devan Ausiello

**Legal Executive Assistant for  
Special Public Defender**

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# EXHIBIT A



## "CLARK COUNTY DISTRICT ATTORNEY" TELEVISION SERIES AGREEMENT

This agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_ 2014 by and between MY TUPELO ENTERTAINMENT LLC d/b/a MY ENTERTAINMENT ("Producer"), and CLARK COUNTY ("County"). Producer and County are referred to herein as "Parties."

WHEREAS, Producer desires to produce up to twelve (12) episodes and a pilot of a television program (the pilot episode and additional episodes are referred to individually as "Episode(s)" and collectively as the "Program") for a broadcast or cable television network (e.g., Discovery Channel, Discovery I.D., National Geographic, History, A&E, etc.).

WHEREAS, the Program will highlight, on an episode by episode basis, cold cases and/or cases which were prosecuted by the Clark County District Attorney's Office ("DA's Office") using re-creations, licensed footage and interviews with the DA's Office, private attorneys associated with the case who are mutually agreed upon by the Parties and other persons involved with the case;

WHEREAS, the County believes it is in the public interest to permit access and filming by the Producer for the Program as set forth in this Agreement; and

NOW, THEREFORE, subject to the terms and conditions of this Agreement and in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

1. ACCESS TO PERSONNEL AND PROPERTY. Subject to the terms and conditions of this Agreement, County agrees to allow the Producer to enter the DA's Office with personnel and equipment (including props) for the purpose of recording, filming, taping and/or photographing (recording, filming, taping and/or photographing are collectively referred to as "Filming Activity") in connection with the Program and to remove the same after completion of its use. All access and Filming Activity is subject to the approval of the DA's Office. Producer agrees that the DA's Office may restrict the Filming Activity of any of its premises or personnel in any manner including, but not limited to, refusing to allow certain facilities to be filmed or photographed, refusing the Filming Activity of confidential, proprietary, or information not of public record or open to inspection, as solely determined by the County.

(a) In regards to Filming Activity directly involving County personnel, County facilities and County property, Producer agrees that:

(i) Whether a County employee is to be recorded, filmed, taped or photographed is a personal decision of each individual County employee. All Filming Activity of County employees will be undertaken only with each individual employee's written consent and no County employee will be compensated by the Producer, or any third party, for any appearance in the course of their County duties or any appearance related to or arising out of their County duties;

(ii) Filming Activity will not materially interfere with the regular operations of DA's Office, or County's personnel. Additionally, Filming Activity and contact by Producer with County personnel will be on a voluntary basis for each employee, and will not materially

interfere with employees' regular work obligations and the efficient operations of the DA's Office;

(iii) A proposed Filming Activity schedule will be submitted for approval by the DA's Office prior to the start of production, and said approval may be revoked at any time due to an emergency situation (it being understood that the DA's Office shall determine what constitutes an emergency in its reasonable good faith discretion). Whenever possible, specific dates for Filming Activity shall be submitted to the DA's Office at least forty-eight (48) hours in advance of the time Producer desires access to the DA's Office. If Producer elects not to access the DA's Office at an approved time, whenever possible, Producer shall provide the DA's Office twenty-four (24) hours written notice of such election;

(iv) If the Producer, or its designee, rides along in a County vehicle assigned to a County employee during the performance of an employee's official duties, Producer, or its designee, must complete and execute the Ride Along Release attached hereto as Exhibit "A";

(v) County may have one or more representatives present with Producer at any and all times while Filming Activity takes place for the purpose of protecting the public trust and public image of the DA's Office; and

(vi) The case(s) to be the subject matter of each Episode shall be mutually acceptable to Producer and the DA's Office.

(b) DA's Office agrees that:

(i) It shall provide to Producer a briefing that covers guidelines, rules, regulations, safety requirements and other applicable information that Producer must be aware of and abide by in connection with the Filming Activity. Additionally, it shall permit production personnel approved access to the DA's Office for the purposes of this Agreement and as provided for in this Agreement;

(ii) Whenever possible, it shall advise Producer in advance with respect to any restrictions on dates, times and logistics of access in connection with the Filming Activity (e.g., days/months that it may not be permitted access to, and/or specific times that it must begin and end filming at the DA's Office; and

(iii) The DA's Office shall provide access to old case files which Producer deems necessary to include in and in connection with the Program or Episode(s) to the extent that such files are public and not privileged and confidential as determined by the DA's Office.

2. RECORDING RIGHTS AND OWNERSHIP OF PRODUCER MATERIALS. All Filming Activity involving County personnel, the DA's Office and any other activities of the DA's Office and/or County personnel, shall hereinafter be known as the "Materials." County acknowledges that Producer shall own all rights of every kind in and to the Materials including; without limitation, copyright in the Materials and the right to exploit the Materials, subject to the provisions of the below paragraph in this section 2, and sections 7 and 9 of this Agreement, throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, solely in connection with the Program and all versions thereof and

for advertising and promotional purposes in connection therewith.

Producer agrees that only the final version of the rough-cut(s) of the Program, as approved by the County, will be aired and that any unused Materials filmed during the making of the Program and Episodes will not be exploited, aired, broadcasted or exhibited by Producer or sold or resold to a third party without the express written permission of County after the County has a right to review as set forth in section 9 of this Agreement. Producer additionally agrees that if the final cut of the Program or Episode(s) is sold to a third party that is not covered under this Agreement Producer will ensure that the content remains intact and not re-cut or edited to distort the original agreed upon content.

3. **COMPLIANCE WITH LAWS.** Producer agrees that it shall act lawfully, and in accordance with all applicable laws, statutes, regulations and rules of the United States, State of Nevada and Clark County, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and all HIPPA regulations.

4. **CONFIDENTIAL MATTERS.** Producer will not televise, publish, broadcast or reproduce in any manner whatsoever matters not of public record, not open to inspection or otherwise confidential. Notwithstanding the foregoing, the County acknowledges and agrees that in real time, Producer may record, film, tape or photograph matters which are confidential and in this connection, such matters shall be omitted from the Program and subject to the terms and conditions set forth in paragraph 9 herein.

5. **LAW ENFORCEMENT INVESTIGATIONS.** With respect to law enforcement investigations, Producer shall obtain consents, as required, from the agency or agencies handling such investigations (including, prosecutor offices that may be handling the case) before exhibition or airing of the Materials or Footage (i.e. all Filming Activities which may or may not include Materials, hereinafter "Footage") under this Agreement.

6. **CONSENT.** In addition to the provisions in section 1(a)(i), prior to exhibition or airing of any Footage or Materials, Producer agrees to obtain written consents from individuals who appear and/or speak on camera, except if Producer deems consent unnecessary pursuant to legal and entertainment industry standards and practices. For consents required in this paragraph, that do not involve County employees, they must include a provision releasing the County from liability which includes the following or is similar to the following: "I agree to waive, release and not to bring any causes of action, claims, suits or demands of any nature, including, but not limited to, money damages or equitable relief, against Clark County, Nevada, a political subdivision of the State of Nevada, its commissioners, officers, directors, employees or agents, relating to or arising out of the Program, Materials or Footage, my consent, this release, and any action or inaction of Producer, its respective parents, affiliates, subsidiaries, licensees, successors and assigns."

7. **NO DISPARAGEMENT.** Producer agrees that the Program will not portray the County, including the DA's Office, in a way that compromises the safety of the community or breaches the Public Trust as defined in Section 9, below. For the purpose of clarity, County grants Producer the right to use and incorporate County and/or DA's Office names, logos, and trademarks which appear in County facilities, uniforms, vehicles and on or about the County property, in the Materials and the Program (including the advertising and/or promotion of the Program) provided that Producer agrees that County and the DA's Office names, logos or

trademarks may not be used for advertising (other than for the Program) or an endorsement of any products, services, or merchandise, Producer may not use or refer to County or the DA's Office by any fictitious name or attribute fictitious events to County or the DA's Office.

8. PUBLIC SERVICE ANNOUNCEMENT. Subject to approval of the network(s) which broadcast the Program ("Network"), Producer agrees to include a Public Service Announcement ("PSA") in connection with each produced Episode of the Program that features an issue important to the DA's Office such as public safety, as determined by the DA's Office. The PSA shall comply with industry standards and practices.

9. COUNTY'S RIGHT TO REVIEW / PRODUCER'S OBLIGATIONS. Rough cuts of Program, including the Episodes, shall be made available to County via Steven Wolfson and Laura Rehfeldt prior to broadcast, airing or exhibition for the purpose of: (i) identifying any factual inaccuracies; (ii) subject to section 4 of this Agreement, identifying any information that is proprietary, not public record, not open to public inspection, confidential or exempt ("Restricted Information"); (iii) identifying any proprietary investigatory techniques; and (iv) ensuring compliance with section 7 of this Agreement, above. Producer agrees to abide by the determination of the County and shall correct and/or remove factually inaccurate Material, Restricted Information, proprietary investigatory procedures, and/or Material that is in breach of the Public Trust ("Excluded Material"), to the satisfaction of the County subject to County submitting a reasonably detailed response to Producer in writing and pursuant to the time constraints set forth in this provision. For purposes of this Agreement, "Public Trust" is defined as the right of citizens to be assured that a Program or Episode will not be aired which will cast the County, including the DA's Office, in a false light, in a defamatory way, in a way likely to bring County into disrepute, or compromise the safety of the community, as solely determined by the County.

County agrees to send written changes to the rough cut, as solely determined by the County, to Producer, or its designee, up to four (4) business days of County's receipt of the rough cut. In the event that County fails to notify Producer within the stated timeframe, the absence of a response shall be deemed approval of the Program or an Episode as presented.

Producer agrees to provide County with a copy of the final cut for review to ensure that all requested changes have been made and that it abides by the determination of the County. County shall have up to four (4) business days after receipt to review the final cut. If the County fails to provide written changes within the stated timeframe, the absence of a response shall be deemed approval of the Program or Episode as presented.

Except as provided in this paragraph 9, County and DA's Office acknowledge and agree that Producer's decisions in connection with all matters respecting the Program and the Episode(s), including, without limitation, matters involving artistic taste, quality and judgment will be final and controlling. For the avoidance of doubt, County's and DA's right to review as set forth in this paragraph shall not provide County or DA with the right to make suggestions and/or have any approval whatsoever over creative matters in connection with the Program, the Episode(s) or otherwise.

10. COMPENSATION. Provided that neither the County nor the DA's Office is in material uncured breach of any term or obligation as set forth herein, Producer agrees to pay County one of the following sums: (i) in the event that the Program is thirty (30) minutes in length, a sum of

\$4,000 per Episode; or (ii) in the event that the Program is sixty (60) minutes in length, a sum of \$6,000 per Episode. Payment shall be made as follows: (i) one half of each episodic payment shall be paid upon completion of the Episode; and (ii) one half of each episodic payment shall be paid upon Producer's delivery of such Episode to the Network, whether or not Producer and/or Network broadcasts, airs or exhibits the Episode. Producer must provide to County written notice which sets forth in detail a purported breach, and County shall have the right to cure any such breach up to four (4) business days of receipt of such notice (unless exigencies require a shorter period of time).

In the event the Producer abandons the Program, or this Agreement expires or is terminated, the County shall be compensated for each and every Episode or any other portion of the Program that is completed by Producer, whether or not Producer and/or Network broadcasts, airs or exhibits an Episode, but provided that the Episode is delivered.

#### 11. REPRESENTATIONS AND WARRANTIES.

The County represents and warrants that:

- (a) it has the full power and authority to enter into and to fulfill the terms of this Agreement and to grant the rights herein granted; and
- (b) it does not require the approval of any other governmental or any other third party to enter into this Agreement.

Producer warrants that:

- (a) it has the full right and authority to enter into this Agreement;
- (b) it has and shall maintain all applicable insurance coverage required by this Agreement; and
- (c) it shall comply with all terms and conditions of this Agreement.

#### 12. INDEMNIFICATION.

(a) Producer agrees to defend, indemnify and hold harmless the County, its officers, directors, agents, employees and volunteers, from any and all claims, damages, causes of action, liability, costs, suits for damages, at law and/or in equity, including outside attorneys fees, and including, without limitation, personal injury, emotional distress, negligence, intentional and reckless conduct, rights, entitlements, defamation, slander, invasion of privacy, loss of production and damage to any property, resulting from or related to the following: 1) acts or omissions connected to the performance of Producer's rights and obligations under this Agreement, including but not limited to Filming Activities; 2) any breach of this Agreement by Producer; 3) the exploitation, exhibition, airing and/or broadcasting of Materials, Program, Episode(s) and/or Footage; and 4) consent and/or release issues, including, but not limited, to the validity of consent and/or release or the failure to obtain consent and/or release. Notwithstanding the foregoing, Producer shall not be required to indemnify and hold harmless the County, its

officers, agents, employees and volunteers from any and all claims, damages, causes of action, liability, costs, suits for damages, at law and/or in equity that arise solely out of any act or omission by the County its officer, agents, or employees that is unrelated to this Agreement and unrelated to the rights and obligations set forth herein. This section survives the termination of this Agreement.

(b) At its option, the County may elect to hire an attorney and/or attorneys to defend the County, its officers, employees, agents, directors or County Commissioners for any of the items set forth above, including, but not limited to, claims, causes of actions, suits, judgments, negotiations, settlements and arbitrations. If the County exercises this option, Producer agrees that Producer remains subject to all indemnification obligations as set forth in this Section, including, but not limited to, paying all costs, attorney's fees, costs of suit, costs of appeal, and expert witness fees. County may at any time compromise or settle any claim, cause of action, suits and/or arbitration if County pays the settlement or compromise amount; provided, however, that County and its defense counsel shall not have the right to compromise or settle any claims, causes of action, suits or arbitration in any manner which would obligate Producer for the payment of money or to take any action without Producer's prior approval. Notwithstanding the above, if it is determined that Producer fails to indemnify or defend the County and if it is determined that the County is legally liable to the party with whom settlement was made or in whose favor judgment rendered and the amount to be paid or was paid is reasonable, then Producer is liable to the County for that amount, plus all fees and costs as set forth in this Section. Producer agrees, within thirty calendar days of receipt of invoice from the County to pay all attorney's fees and such other costs and/or expenses as required by the County in handling of and/or the defense of such claims and any other legal actions in addition to those items mentioned above.

### 13. INSURANCE

(a) General Liability. Producer agrees to carry and keep in full force and effect, upon commencement of principal photography of an airable television pilot or television series, general liability coverage to cover all terms, conditions, and obligations of this Agreement, and all actions or inactions involved in the performance of the Filming Activities, producing and broadcasting of the Program at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) specified combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Coverage shall be on an "occurrence" basis only and not on a "claims made" basis; and the coverage must be provided on ISO commercial liability or on ISO broad form comprehensive general liability forms with no exception to the coverage provided in such forms. The policies must include, but need not be limited to, coverage for: bodily injury, personal injury, broad form property damages, premises operations, severability of interest, products and completed operation, contractual and independent contractors, and any costs associated with indemnification expenses incurred, and the general aggregate limit shall be at least twice the required occurrence limit. The County, its officers, employees, and agents must be expressly covered as "additional insureds."

Without limiting the generality of the foregoing, the County shall be covered as an additional insured by Producer's general liability insurance policy if Producer accesses the DA Property for the purpose of recording, filming, taping and/or or photographing a sizzle reel for the Program and subject to the terms, conditions and restrictions of such policy and endorsements thereto

**Professional Liability.** The professional liability insurance shall be at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) per "occurrence" to insure against claims or losses arising out of performance of this Agreement, and related to the Filming Activities, producing, broadcasting and reproduction of the Program, Any retroactive date must coincide with or predate the date of this Agreement and may not be advanced without the County's consent, and the general aggregate limit shall be at least twice the required occurrence limit

(b) **Professional Liability.** The professional liability insurance shall be at limits of no less than One Million and 00/100 Dollars (\$1,000,000.00) per "occurrence" to insure against claims or losses arising out of performance of this Agreement, and related to the Filming Activities, producing, broadcasting and reproduction of the Program, Any retroactive date must coincide with or predate the date of this Agreement and may not be advanced without the County's consent, and the general aggregate limit shall be at least twice the required occurrence limit.

(c) All deductibles and self-insured retention shall be fully disclosed in the certificate of insurance, No deductible or self-insured retention may exceed One Million and 00/100 Dollars (\$1,000,000.00) without written approval of the County. All aggregates must be fully disclosed, and the amount must be entered on the required certificate of insurance.

(d) Producer agrees to provide coverage for its employees in accordance with statutory workers' compensation limits.

14. **TERMINATION.** County may terminate this Agreement, but solely in the event that Producer has materially breached this Agreement and has failed to cure. County must provide Producer with written notice which sets forth in detail the purported breach, and Producer shall have the right to cure any such breach within five (5) business days of receipt of such notice. If Producer does not cure within the time period, the County may terminate this Agreement upon receipt by Producer of written notice by the County.

Upon termination, Producer's rights in this Agreement cease. Producer must immediately cease all Filming Activity, and/or the creation of Materials and Footage, and must withdraw from the premises and/or property of the County. Notwithstanding the foregoing, no termination shall affect Producer's rights in any Materials and/or completed Program(s), including the right to exploit such Materials and/or completed Program(s), as set forth in this Agreement as of the date of such termination.

15. **LIMITS ON RELIEF.** Producer agrees to voluntarily release, discharge, waive and relinquish any and all causes of action, claims, suits, or demands of any nature, including, but not limited to, money damages or equitable relief, against County related to or arising out of or based on any terms, conditions, rights and obligations of this Agreement, including, but not limited to, any County decisions relating to the terms and conditions of this Agreement, the Producer, its staff, employees, licensees, affiliates, volunteers and/or agent's access and presence on County premises, and/or the Producer's Filming Activity, airing, producing, broadcasting or reproduction of any Footage, Materials, Episodes or Programs or portions of a Program, other than a claim with respect to County's gross negligence or willful misconduct.

Except for Footage, Materials, the Program and/or Episodes, including the pilot,

broadcasted, aired, exhibited and/or exploited in violation of the specific requirements set forth in Section 9 herein, County acknowledges that in the event of a breach of Producer's obligations under this Agreement, or any other act or omission giving rise to liability, the damage, if any, caused to County thereby shall not be irreparable or otherwise sufficient to give rise to a right to injunctive or other equitable relief. Except for Footage, Materials, the Program and/or Episodes, including the pilot, broadcasted, aired, exhibited and/or exploited in violation of the specific requirements set forth in Section 9 herein, County acknowledges that County's rights and remedies in the event of a breach of this Agreement by Producer or any other act or omission giving rise to liability shall be limited to the right, if any, to recover money damages in an action at law and in no event shall County be entitled by reason of any such breach to terminate County's obligations hereunder, except as provided in Section 14 herein, to rescind this Agreement or any rights and privileges granted to Producer hereunder, to enjoin or restrain the development, production, distribution and/or exploitation of any program produced hereunder, or to enjoin or restrain the use or exploitation of the Materials.

16. **ASSIGNMENT.** Producer shall not assign its access rights to the County personnel and property under this Agreement, in whole or in part, without the written consent of the County. Except as permitted in Section 2, Producer shall not assign this Agreement without County consent.

17. **TERM.** The term of this Agreement is nine (9) months from the date of full execution of this Agreement, unless this Agreement is terminated sooner, as provided herein.

18. **NO OBLIGATION TO PROCEED.** Producer has no obligation to actually use the County or DA Office's services or the results and proceeds thereof or to make, produce or exploit the Program; it being understood that Producer may, at its sole discretion, abandon the Program at any time without further obligation to County or the DA's Office, except for those under this Agreement that survive abandonment, termination or expiration.

19. **NOTICES.** All notices required and materials submitted for approval hereunder shall be personally delivered or sent by certified mail, postage prepaid, or by overnight courier to the address set forth below, or sent by facsimile to the fax numbers listed below and in the United States mail, postage prepaid to the respective other party at the following addresses:

<u>For County:</u>  Steven B. Wolfson Clark County District Attorney Regional Justice Center 200 E. Lewis Avenue Las Vegas, Nevada 89101  With copies to:  Laura C. Rehfeldt Deputy District Attorney	<u>For Producer:</u> MY Tupelo Entertainment LLC d/b/a MY Entertainment 14 East 38 <sup>th</sup> Street, 3 <sup>rd</sup> Floor New York, NY 10016 Attn: Michael Yudin  With copies to: Dembitzer & Dembitzer LLP 235 Park Avenue South, 3 <sup>rd</sup> Floor New York, NY 10003 Attn: Stephanie J. Sanet
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Clark County District Attorney-Civil Division Government Center 500 S. Grand Central Parkway, 6th Floor Las Vegas, NV 89155-2215	
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Either of the Parties may change its address or designated individual(s) to receive notices by giving the other party written notice as provided above, specifying the new address and/or individual and the date upon which it shall become effective.

20. CHOICE OF LAW. This Agreement shall be construed and enforced under the laws of the State of Nevada. Each party hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of Nevada.

21. THIRD PARTY RIGHTS. This Agreement shall not bestow any rights upon a third party, but rather shall bind and benefit the County and Producer only.

22. RELATIONSHIP OF THE PARTIES. This is not a joint enterprise. The County is associated with the Producer only for the purposes and to the extent set forth herein. Producer is an independent contractor and nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Producer or any other party.

23. MISCELLANEOUS.

(a) If any provision herein is unenforceable then such provision shall be of no effect on any other provision hereof and the Agreement shall be effective as if the unenforceable provision had not been included.

(b) No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

(c) This is the entire agreement and supersedes all previous agreements and negotiations and may only be amended in a writing executed by the Parties.

(d) Regardless of which party drafted this Agreement or the language at issue, any ambiguities in this Agreement or the language at issue shall not be interpreted against the drafting party.

(e) The headings, captions, and arrangements used in this Agreement are for the convenience only and shall not be deemed to limit, amplify, or modify the terms of this Agreement, nor to affect the meaning thereof.

(f) No modification or amendment to this Agreement will become valid unless in writing and signed by both Parties.

(g) The following provisions shall survive the abandonment, expiration or termination of this Agreement:

1. Indemnity Clause

(g) The following provisions shall survive the abandonment, expiration or termination of this Agreement:

i. Indemnity Clause

ii. Any other provisions of this Agreement that impose continuing obligations on Producer after the abandonment, expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

CLARK COUNTY, a political  
subdivision of the State of Nevada

ATTEST:

By: \_\_\_\_\_  
Clark County

By: \_\_\_\_\_  
Diana Alba, County Clerk

MY TUPELO ENTERTAINMENT LLC  
d/b/a/ MY TUPELO ENTERTAINMENT

By: \_\_\_\_\_  
\_\_\_\_\_

) ss.  
)

On this 29<sup>th</sup> day of September 2014, before me a Notary Public in and for said County and State, personally appeared Michael Y. [unclear], known to me or proven to me to be the person described in and who executed the foregoing instrument, who duly acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

Shyam D. Buxant  
SHYAM D. BUXANT  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01BU6144080  
Qualified in New York County  
Commission Expires April 24, 2018

**FIRST AMENDMENT TO "CLARK COUNTY DISTRICT ATTORNEY"  
TELEVISION SERIES AGREEMENT**

This First Amendment ("Amendment") is entered into on this \_\_\_\_ day of July 2015 by and between MY TUPELO ENTERTAINMENT LLC D/B/A MY ENTERTAINMENT ("Producer"), and CLARK COUNTY ("County").

**WITNESSETH**

WHEREAS, on November 5, 2014, the Producer and County entered into a "Clark County District Attorney" Television Series Agreement ("Agreement") for up to twelve (12) episodes and a pilot television program highlighting, on an episode by episode basis, cold cases and/or cases which were prosecuted by the Clark County District Attorney's Office;

WHEREAS, the Agreement provided for a term of nine (9) months;

WHEREAS, various television networks have expressed interest in this Program, and to accommodate discussions between Producer and these networks, as well as the filming and editing of episodes, County and Producer desire to amend and extend the term of the Agreement to December 31, 2016;

NOW, THEREFORE, subject to the terms and conditions of this Amendment and the Agreement, and in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

**AGREEMENT**

1. Section 17 of the Agreement is hereby amended to read as follows:

17. Term. The term of this Agreement shall be from November 5, 2014 until December 31, 2016 unless this Agreement is terminated sooner, as provided herein.

2. Section 23(g) of the Agreement is hereby amended to read as follows:

23(g). The following provisions shall survive the abandonment, expiration or termination of this Agreement:

- i. Section 2
- ii. Section 12
- iii. Section 15.

To: Michael Yudin Page 3 of 6

2015-07-10 13:42:15 (GMT)

(646) 607-7058 From: MY Tupelo Entertainment

3. The remainder of the Agreement dated November 5, 2014 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first written above.

CLARK COUNTY, NEVADA

MY TUPELO ENTERTAINMENT LLC  
d/b/a MY TUPELO ENTERTAINMENT

\_\_\_\_\_  
Steve Sisolak  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Michael Yudin

Its

ATTEST:

\_\_\_\_\_  
Lynn Marie Goya  
County Clerk

STATE OF NEVADA )

) ss.

COUNTY OF CLARK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me the undersigned, a Notary Public, in and for said County and State, personally appeared MICHAEL YUDIN, \_\_\_\_\_ who acknowledged to me that he executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC  
in and for said County and State

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura C. Rohfeldt

To: Michael Yudin Page 5 of 6

2015-07-10 12:42:15 (GMT)

(646) 607-7053 From: MY Tupelo Entertainment

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name:			
Telephone No:			Email:			
Nevada Local Street Address:			Fax No:			
(if different from above)			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

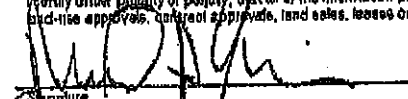
1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

Worthy under penalty of perjury, that all of the information provided herein is current, complete, and accurate, I also understand that the Board will not take action on and use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

  
Signature  
President

Michael A Yudin  
Print Name  
7/13/15  
Date

REVISED 12/2014

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

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**For County Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

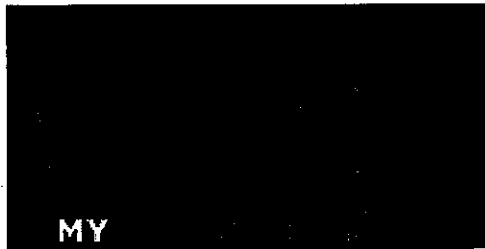
Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

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## EXHIBIT B



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[About Us](#) [Shows ▾](#) [People ▾](#) [Press](#) [Contact](#) [Credits](#) [Digital ▾](#)

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My Entertainment - we're a company with a broad spectrum of experience in television: we package and consult, but first and foremost, we are producers. We're proud to create compelling entertainment television that stays on the air. We've created shows for National Geographic Channel, TruTV, Spike TV, Travel Channel, TLC, IFC, Discovery Channel, LOGO and Oxygen, among others. My Entertainment is also a purchaser of international formats for production and distribution in the U.S. So take a look, and you'll see that we understand the power of entertainment.

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## Recent News

MY ENTERTAINMENT  
INTERNATIONAL CO-  
DEVELOPMENT

TRAVEL CHANNEL  
ORDERS DEADLY  
POSSESSIONS FROM

Travel Channel orders  
digital series "Ten Best  
Places"

NBC Sports to Launch  
First Original Digital  
Series App. 0030



## **My Entertainment TV - Las Vegas Law-Investigation Discovery**



Video Player

Las Vegas Law is a one-hour, non-fiction series that offers, unprecedented access to the gritty, dramatic and entertaining world of the "superheroes" fighting crime in one of the wildest cities on the planet. There's no higher stakes in Las Vegas than in the D.A.'s office, where winning and losing is truly life or death- and "dealing" doesn't just happen in casinos.

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# EXHIBIT C

**SECOND AMENDMENT TO "CLARK COUNTY DISTRICT ATTORNEY"  
TELEVISION SERIES AGREEMENT**

This Second Amendment ("Second Amendment") is entered into on this \_\_\_\_ day of August 2016 by and between MY TUPELO ENTERTAINMENT LLC D/B/A MY ENTERTAINMENT ("Producer"), and CLARK COUNTY ("County").

**WITNESSETH**

WHEREAS, on November 5, 2014, the Producer and County entered into a "Clark County District Attorney" Television Series Agreement ("Agreement") for a term of nine (9) months and up to twelve (12) episodes highlighting, on an episode by episode basis, cold cases and/or cases which were prosecuted by the Clark County District Attorney's Office;

WHEREAS, on July 21, 2015, the Producer and County entered into a First Amendment to "Clark County District Attorney" Television Series Agreement ("First Amendment") relating to the term of the Agreement, including extending the term until December 31, 2016;

WHEREAS, Producer produced a six (6) episode docu-drama series, entitled 'Las Vegas Law', broadcasted in May-June 2016 by the network Investigation Discovery, owned by Discovery Communications, which highlighted cold cases and cases prosecuted by the Clark County District Attorney's Office;

WHEREAS, Producer desires to produce additional Episodes, up to twelve (12) from the date of execution of this Second Amendment, and the County agrees to participate in the production of these additional Episodes, which necessitates this Second Amendment to extend the term of the Agreement and increase compensation to the County;

NOW, THEREFORE, subject to the terms and conditions of this Second Amendment, the First Amendment and the Agreement, and in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

**AGREEMENT**

The Agreement is hereby amended as follows:

**1. Section 10 of the Agreement is hereby amended to read as follows:**

10. COMPENSATION. Provided that neither the County nor the DA's Office is in material uncured breach of any term or obligation as set forth herein, Producer agrees to pay County Seven Thousand Five Hundred dollars and no cents (\$7,500.00) per Episode as follows: (i) one half of each episodic payment shall be paid upon completion of the Episode; and (ii) one half of each episodic payment shall be paid upon Producer's delivery of such Episode to the Network, whether or not Producer and/or Network broadcasts, airs or exhibits the Episode. Producer must provide to County written notice which sets forth in detail a purported breach, and County shall have the right to cure any such breach up to four (4) business days of receipt of such notice (unless exigencies require a shorter period of time).

In the event the Producer abandons the Program, or this Agreement expires or is terminated, the County shall be compensated for each and every Episode or any other portion of the Program that

is completed by Producer, whether or not Producer and/or Network broadcasts, airs or exhibits an Episode, but provided that the Episode is delivered.

**2. Section 17 of the Agreement is hereby amended to read as follows:**

17. **TERM/ EPISODES.** The term of this Agreement shall be from November 5, 2014 until December 31, 2017, unless this Agreement is terminated sooner, as provided herein. Producer may produce no more than twelve (12) Episodes from the date of approval of this Second Amendment by the Clark County Board of Commissioners through expiration of the Agreement on December 31, 2017.

**3. The remainder of the Agreement dated November 5, 2014 and the First Amendment dated July 21, 2016 shall remain unchanged.**

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the day and year first written above.

CLARK COUNTY, NEVADA

MY TUPELO ENTERTAINMENT LLC  
d/b/a MY TUPELO ENTERTAINMENT

\_\_\_\_\_  
Steve Sisolak  
Chairman, Board of County Commissioners

\_\_\_\_\_  
Michael Yudin  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Lynn Marie Goya  
County Clerk

STATE OF NEVADA                    )  
  ) ss.  
COUNTY OF CLARK                )

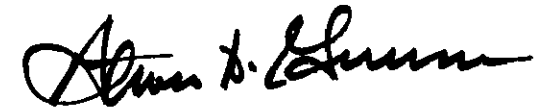
On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public, in and for said County and State, personally appeared MICHAEL YUDIN, \_\_\_\_\_ who acknowledged to me that he executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC  
in and for said County and State

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura C. Rehfeldt



CLERK OF THE COURT

1 ORDR  
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4 DISTRICT COURT  
5 CLARK COUNTY, NEVADA

6 THE STATE OF NEVADA )

7 Plaintiff, )

8 v. )

9 MICHAEL SOLID )

10 Defendant. )  
11

CASE NO. C-13-290260-1  
DEPT NO. XXI

12 **ORDER DENYING MOTION TO RECONSIDER AND DENY MY ENTERTAINMENT**  
13 **TV'S REQUEST TO RECORD ALL HEARINGS IN THIS CASE**

14 This matter having come on for hearing on August 18, 2016, the Defendant being  
15 represented by Robert Arroyo, and real party in interest, My Entertainment TV, making a  
16 special appearance through its counsel, Lisa Zastrow and Mark Tratos of the law firm  
17 Greenberg Traurig, LLP. The Court having considered the pleadings on file and the arguments  
18 of counsel hereby denies Defendant's motion and finds as follow:

- 19
- 20 1. My Entertainment TV is a news reporter as defined by Supreme Court Rule 229(c).
  - 21 2. There is a presumption that all courtroom proceedings that are open to the public are  
22 subject to electronic coverage. SCR 230(2).
  - 23 3. Filming by My Entertainment TV will have no greater impact on the proceedings than  
24 filming by any other media outlet.
  - 25 4. The factors set forth is Supreme Court Rule 230(2) favor coverage by My  
26 Entertainment TV:  
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a. Coverage by My Entertainment TV will not impact the parties' right to a fair trial. Defense counsel, Robert Arroyo's claim that he will be distracted with concern over how is he being portrayed in the My Entertainment TV docudrama is not sufficient to overcome the presumption in favor of coverage. As experienced trial counsel who has defended other murder cases, Mr. Arroyo should have the professional competence to overcome this distraction.

b. Coverage by My Entertainment TV will have no greater impact on the privacy of any party or witness than coverage by any other outlet.

c. Coverage by My Entertainment TV should have no impact upon the safety and well-being of any party, witness, or juror. My Entertainment TV is prohibited from filming the jurors and prospective jurors.

d. Filming by My Entertainment TV, subject to the same rules and restrictions imposed upon any other media outlet, should have no impact upon the dignity of the proceedings. Participants, other than court personnel, the Defendant, and the attorneys, should be unaware of My Entertainment TV's presence as their cameras should be indistinguishable from those of any other television station or program. Defendant's concern that defense witnesses will refuse to testify if My Entertainment TV is allowed to cover the trial can be addressed by instructing My Entertainment TV not to film those witnesses.

e. The physical facilities of the Court are adequate for coverage.

5. The contract between Clark County and My Entertainment TV does not give defense counsel, Randall Pike and Robert Arroyo, as county employees, a right of consent in this

1 instance. As licensed Nevada attorneys appearing as counsel in a public proceeding, they are  
2 subject to the same rules as any other attorney.

3 It is hereby ORDERED that Defendant's Motion to Reconsider and Deny My  
4 Entertainment TV's Request to Record All Hearing in this Case on an Order Shortening Time  
5 is DENIED. My Entertainment TV may film the trial in this matter beginning on August 23,  
6 2016 or as soon thereafter as a jury is sworn.  
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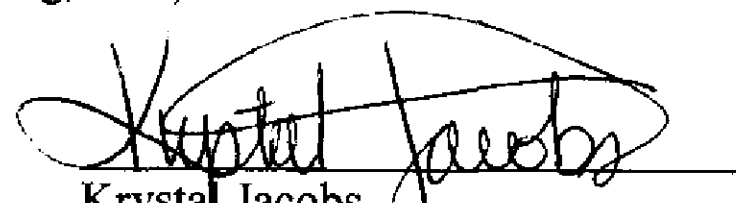
8 DATED: August 22, 2016

9   
10 DISTRICT COURT JUDGE

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12  
13 CERTIFICATE OF SERVICE

14 I hereby certify that on or about the date e-filed, I served a copy of the foregoing  
15 document electronically through Wiznet or by placing a copy in the attorney's folder  
16 located in the Regional Justice.  
17

18 Jacqueline Bluth, Esq. (Clark County District Attorney's Office)  
19 Agnes Lexis, Esq. (Clark County District Attorney's Office)  
20 Randall H. Pike, Esq. (Special Public Defender's Office)  
21 Robert Arroyo, Esq. (Special Public Defender's Office)  
22 Lisa J. Zastrow, Esq. (Greenberg Traurig, LLP)

23   
24 Krystal Jacobs  
25 Judicial Executive Assistant  
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