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May 2016

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Comedian Bill Burr + Charity Fundraiser = Good Times with Steve Simeone

All-around good guy comedian **Steve Simeone** presents a charity fundraiser with **headliner Bill Burr** to raise money for "Regular Heros Fund" at The Comedy Store on **May 26th at 8 pm** in the Main Room.

Tickets are **only \$20** and will go quick. For more info and to purchase tickets: [\[Click here\]](#)

Filming A Steamy Scene for Your Movie? Be Aware of the Un-Sexy Rules and Requirements Involved

By Briana C. Hill, Esq. &
David Albert Pierce, Esq.

As everyone in the entertainment industry knows, sex sells. While a steamy scene may garner your film a bigger audience, the reality of dealing with the legal aspects of filming a nude scene is decidedly less sexy.

Nudity Riders

When a scene calls for actors to appear nude (or partially nude) or to engage in a sexy scenario, the actor or actress involved in the film should sign what's commonly known as a "nudity rider."

The rider is usually a separate document from the employment contract or deal memo that specifically details the acts that will be performed in a given scene, what body parts will



Professor DAP teaches Media Law & Ethics for Elon in LA



On May 10th, David Albert Pierce celebrated the end of the semester with his Media Law & Ethics students from Elon University's Semester in L.A. program at the Church Key restaurant in West Hollywood.

Pictured below, students presented DAP with an appreciative cookie cake, also pictured the entire group at the dinner gathering.

This is DAP's third year teaching this undergraduate course.



be shown and from which camera angle, which crew members will be present, whether it will be a closed set (it should), as well as any limitations on how the resulting footage is used. The rider will almost always reference the specific script pages that are being shot in the scene.

Moreover, given the realities of today's digital world, talent often will require the producer to take certain cautionary steps to avoid digital clips from being pirated or uploaded for unauthorized purposes.

If the scene is explicit or graphic, then it's even more important that the rider clearly explain what is expected from the actor. While it may be embarrassing to think about writing a contract that specifies body parts and sex positions, the actor needs to know exactly what he or she is being required to do, and the production company needs to have legal recourse if the actor refuses to complete a scene that was previously agreed upon. A vague or broadly-worded nudity rider can lead to problems on set if, for example, an actor doesn't feel comfortable shooting a particular scene or shooting it in a particular way; a very specific nudity rider allows for everyone to be on the same page in terms of what is expected.

SAG-AFTRA Basic Agreement

The SAG-AFTRA Basic Agreement specifies certain protections for professional actors when filming nudity or sex-oriented scenes. Actors who are expected to audition or perform nude must explicitly agree to do so prior to the audition or filming. Note that producers cannot get around this requirement by hiring body doubles; actors must still agree to be portrayed as nude with the use of a body double (with certain exceptions, as discussed below).

The Basic Agreement also requires that the set be "closed to all persons having no business purpose in connection with the production." Moreover, still photographs of nude scenes can't be taken without the express written consent of the actors involved (this is now a somewhat archaic requirement in the digital age, where any



PLG-LLP programs Copyright Panel for California Society of Entertainment Lawyers



On May 5th - California Society of Entertainment Lawyers ("CSEL") hosted a panel on "**Copyright Infringement Lawsuit Trends.**" **David Albert Pierce** is the Chairman of the Educational Seminars Committee and Pierce Law Group's **Vera Golosker** was the Program Chair for this event.



Featured panelists included **Steve Lowe, Esq.** and **Prof. Jay Dougherty** who went head-to-head on the differing perspectives of studio vs. plaintiff's views on copyright infringement.



**City National Bank Exec
Lectures at DAP's UCLA**

frame of the film can easily be used as a still). Finally, the Basic Agreement gives actors the right to withdraw their consent to filming a nude scene or sex scene at any time, in which case the production is entitled to use a body double (although written consent, once given, cannot be withdrawn once the scene has been filmed) .

Dealing With Cold Feet

Because of the delicate nature of nude and simulated sex scenes, many actors are (understandably) uncomfortable when it's time to film them. If the actor is a SAG-AFTRA member and exercises his or her right to withdraw previously-given consent prior to filming, producers might have to scramble to find a replacement actor at the last minute.

However, a producer may (as discussed above) be able to save the scene by hiring a body double. According to the SAG-AFTRA Basic Agreement, producers can use a body double whenever a performer has withdrawn his or her prior written consent. Of course, the body double will also need to sign a nudity rider prior to filming.

However, a major point of contention often arises when there is a nudity rider that is very specific, and the actor refuses to perform at the last minute. The producer wants to use a body double. But the actor says: "The director asked me to do more than what was on the rider, so I'm not consenting to a body double." The director may reply: "No, I didn't ask for more and I'm using a body double." These disputes are most easily resolved when the director has witnesses to all conversations regarding performance of the scene. The unfortunate reality is disputes can also often be resolved by the producer writing a check to the actor for an additional monetary sum to eliminate the cold feet.

If your actor changes his or her mind after filming the scene, he or she generally will have no legal recourse; consent cannot be withdrawn after filming is complete, and producers may use this footage in the film as

course

UCLA Extension

Entertainment Studies



On **May 9th**, **David Acosta, Sr. VP of City National Bank** spoke at DAP's UCLA-Extension course on the topic of **"Film Loans & The Economics of the Film Industry . "**



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they wish. Of course, a well-drafted nudity rider can help assure this to be the case.

A Word About 2257

Federal criminal statute 18 U.S.C. 2257 & 2257A sets forth federal criminal regulations that govern the production of actual or simulated explicit sexual material and renders it a felony if anyone violates the very specific recordkeeping requirements designed to verify the age and identity of the performers. While traditionally thought of as a criminal law that applies only to the adult film community, the actual language of 2257 goes much further and applies to any person who produces a "visual depiction of an actual human being engaged in actual or simulated sexually explicit conduct." And as of 2009, the law extends to include any lascivious exhibition of full nudity even if there aren't actual sexual acts depicted in the content!

While the federal government has not (to our knowledge) brought a case against a mainstream producer, as opposed to adult filmmakers, nothing in the law prevents the federal government from pursuing such a case. Many distributors and networks (including platforms like Netflix) now require third party production companies to comply with 2257 record-keeping requirements if any activity depicted in the film or series could trigger them. Even reality programs must comply in cases where reality participants may be captured on film engaged in activities that would trigger compliance with the statute, even if the footage doesn't make it to broadcast.

For more detailed educational information about 2257 reporting obligations, please see [Ten Frequently Asked Questions About Reg 2257](#), written by friend-of-the-firm attorney Gregory A. Piccionelli, who is one of the nation's premier Reg 2257 legal scholars.

Closing Thoughts

Filming a successful nude scene requires careful planning and a thorough nudity rider. If the reporting obligations of Reg 2257 are triggered, those additional recordkeeping requirements must be strictly followed.

Beverly Hills Bar Association

Lead. Advocate. Serve.

On **May 11th**, the Beverly Hills Bar Association's IP, Internet & New Media section which is chaired by **Azita Mirzaian** presented a seminar entitled, **"IP Protections in the Lifecycle of Fictional Characters . "**

On **May 17th**, **DAP** and **Azita Mirzaian** attended the BHBA's Entertainment Lawyer of the Year ceremony honoring **Darrell D. Miller** of **Fox Rothschild, LLP**



Above, DAP with the evening's honoree Darrell D. Miller.



If you are planning on featuring nudity or simulated sex in your film, Pierce Law Group LLP can help ensure you get the footage you need. David Albert Pierce won't serve as a body double, but our firm will help you prevent loopholes or mistakes that could cost you money, and we can help negotiate agreements that best protect your film.

Please remember to always consult with counsel when actual issues arise as this article is intended merely for educational purposes.

Briana Hill, Esq. has been an attorney with Pierce Law Group LLP since 2007 (and was a law clerk prior to that). She leads the firm's Intellectual Property & Production Counsel practice, and is mom to 2 of the cutest girls you've ever seen. Briana can be reached at Briana@piercellp.com.

David Albert Pierce, Esq. is Managing Partner of Pierce Law Group LLP and can be reached at David@piercellp.com.

A Primer on The Krekorian Act and the Requirements Imposed on Talent Service Providers

By Azita Mirzaian, Esq.

The Krekorian Talent Scam Prevention Act of 2009 is a statute that aims to protect artists by curbing abusive practices by Talent Service Providers. "Talent Service Providers" include, among other things, talent counseling services (which charge a fee to provide artists with career counseling, vocational guidance, or career evaluation) and talent training services (which charge a fee to provide artists with lessons, coaching, seminars, workshops, or similar training).

Talent Service Providers operating in the state of California need to abide by certain requirements. These requirements can be broken down into four categories: (1) contract provision requirements; (2) record-keeping requirements; (3) bonding requirements; and (4)



It was a star studded event with **Ludacris** closing out the night!

Congratulations To Our Talented Clients

Congratulations to our clients the producers of "**So B. It**" starring **Cloris Leachman, Jacinda Barrett, and Alfre Woodward**. The film premieres in June at the L.A. **International Film Festival**.



Click [here](#) to view the trailer.

Congratulations to our client **Willie Hunter**, co-creator of **The Carmichael Show**, on the Season 3 renewal with **NBC**.

miscellaneous requirements and prohibitions.

If you provide seminars for a fee to those in the entertainment industry then you need to be complying with the Krekorian Talent Scam Prevention Act.

A contract between a Talent Service Provider and an artist must be in writing and must include the Talent Service Provider's contact information (address, telephone number, email address, and website address), as well as a description of the services to be performed by the Talent Service Provider (ie. the class, the webinar, the workshop, etc.), when the services will be provided, the duration of the contract, the fee that the artist will be charged, and when the fee must be paid.

The contract must include a statement that evidences compliance with applicable bonding requirements, a statement that the Talent Service Provider is NOT a talent agent, and information regarding how the artist may cancel the contract and obtain a full refund of the fee paid. Before the contract is signed or the artist is obligated to pay a fee, the Talent Service Provider must provide a copy of the contract to the artist for his/her own records.

In terms of record-keeping requirements, Talent Service Providers must maintain certain records regarding themselves (for example, the name, contact information, date of birth, social security number, and driver's license number of the owner of the Talent Service Provider) and regarding the artists that they are contracting with (for example, copies of the executed contracts with artists, and information regarding the fees paid by each artist).

If the Talent Service Provider represents that an artist has obtained an audition, employment opportunity, or employment as an artist in whole or in part by the use of the Talent Service Provider, then the Talent Service Provider must maintain records of the supporting facts upon which the claim is based, including the name of the artist and the approximate dates that the artist used the Talent Service Provider.



Congratulations to our client **Ari Stidham**, who plays "Slyvester Dodd" on "**Scorpion**," which has been picked up for Season 3 on **CBS!**



Our client, the World Famous **Comedy Store**, in all of its 1970's glory, makes an appearance in the new comedy-action film "**The Nice Guys**," opening **May 20th**.

A Talent Service Provider must obtain and file with the California Labor Commissioner a bond in the amount of \$50,000.00, in favor of and payable to the people of the State of California, and for the benefit of any person injured by any unlawful act, omission, or failure to provide the services of the Talent Service Provider.

There are also several miscellaneous requirements and prohibitions that a Talent Service Provider must comply with. For example, a Talent Service Provider should never charge an artist for an audition or employment opportunity; should never refer an artist to a third party who charge the artist a fee for any service or product in which the Talent Service Provider has a direct or indirect financial interest (unless the fee and the financial interest are conspicuously disclosed in a separate writing previously provided to the artist); and should always remove information or photographs of the artist displayed on the Talent Service Provider's website within ten days after the artist requests removal of the material.

Non-compliance with the Act can have serious consequences, including fines and/or imprisonment, but Talent Service Providers can avoid such liability by informing themselves of the relevant laws and adjusting their practices to comply with the laws' requirements.

If you have any questions regarding the Krekorian Act as it pertains to your business, please contact Pierce Law Group LLP - we would be happy to advise you on compliance matters, or to assist with obtaining the required bond and registering it with the California DLSE. This article reflects only a mere summary of issues for educational purposes only and is not intended as legal advice.

Azita Mirzaian is the head of Pierce Law Group LLP's litigation department. She also regularly assists clients in securing Talent Agency Licenses and renewals, Talent Service Provider certificates, and Permits and Ratifications for those employing child actors. Azita can be



Click here to watch the trailer: [\[Nice Guys Trailer\]](#)

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reached at: Azita@piercellp.com.

DAP Journeys To China In June

From **June 11th to 19th**, **David Albert Pierce** will be attending the **Shanghai International Film Festival**, where he will be presenting a seminar on relevant issues.

If you are also attending the Festival, please contact our Client Director Lindsey let us know: [\[click here\]](#)

第十九届上海国际电影节
19TH SHANGHAI INTERNATIONAL FILM FESTIVAL

**THE 19TH
SHANGHAI INTERNATIONAL
FILM FESTIVAL**

June 11-19, 2016
**Grounding in Asian Market
Promoting Chinese Films
Supporting New Talents**

- Golden Goblet Award
- Asian New Talent Award
- International Panorama
- SIFFMART
- SIFFORUM
- Opening & Award Ceremony
- I-SIFF
- Jackie Chan Action Movie Week

Submission Dates
SIFFMART
Booth Application: 2016.01.01-2016.05.15
Buyer Registration: From 2016.01.01
Project Entry: 2015.12.10-2016.03.31

Film Competition/Panorama: 2015.11.15-2016.04.15

For details, please visit: www.siff.com



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who've won million dollar verdicts &
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About Us

Pierce Law Group LLP practices in all area of litigation and transactional matters affecting film, TV, new media, and the business of creative entrepreneurs across many industries.

ENTERTAINMENT LAW

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Law Circular Legal Disclaimer:

The information you obtain in this newsletter is not, nor is it intended to be, legal advice. You should consult our law firm for individual issues and questions.

We invite you to contact us and welcome your calls, letters, and electronic mail. Contacting us does not create an attorney-client relationship. Please do not send any confidential information to us until such time as an attorney-client relationship has been established.

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