

1 BRIAN L. DAVIDOFF (SBN 102654)  
BDavidoff@GreenbergGlusker.com  
2 JEFFREY A. KRIEGER (SBN 156535)  
JKrieger@GreenbergGlusker.com  
3 C. JOHN M. MELISSINOS (SBN 149224)  
JMelissinos@GreenbergGlusker.com  
4 GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
5 1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590  
6 Telephone: 310.553.3610  
Fax: 310.553.0687

7  
8 Proposed General Bankruptcy Attorneys for  
Debtor and Debtor in Possession

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10 UNITED STATES BANKRUPTCY COURT  
11 CENTRAL DISTRICT OF CALIFORNIA  
12 LOS ANGELES DIVISION

13 In re:  
14 RHYTHM AND HUES, INC.,  
15 Debtor and Debtor in Possession.

Case No. 2:13-bk-13775-NB

Chapter 11

**OMNIBUS DECLARATION OF JOHN F. HEDGE IN SUPPORT OF EMERGENCY FIRST DAY MOTIONS**

*Emergency Motion For Interim And Final Orders Approving Post-Petition Financing Agreement With Universal City Studios LLC And Twentieth Century Fox; and*

*Emergency Motion For Order Authorizing Debtor In Possession To Honor Certain Pre-Petition Wages, Commissions And Benefits In The Ordinary Course Of Business*

*filed concurrently herewith*

Emergency Hearing:

Date: [To Be Set]  
Time: [To Be Set]  
Place: Courtroom 1545  
255 E. Temple Street  
Los Angeles, CA 90012

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& MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

**DECLARATION OF JOHN HEDGE**

I, John F. Hedge, declare:

1. I am a principal of Scouler & Company (“Scouler” or the “Firm”), and in such capacity Chief Restructuring Officer (“CRO”) of Rhythm and Hues, Inc., the debtor and debtor in possession in the above-captioned bankruptcy case (“R&H”, the “Company”, or the “Debtor”). Except for those statements made expressly upon information and belief, the following facts are based upon my personal knowledge and if called to testify, I could and would competently testify to these facts under oath. As to those statements made upon information and belief, I believe them to be true.

2. I submit this declaration in support of the Debtor’s Emergency First Day Motions:

(1) *Emergency Motion For Interim And Final Orders Approving Post-Petition Financing Agreement With Universal City Studios LLC And Twentieth Century Fox; Memorandum Of Points And Authorities In Support Thereof* (the “Financing Motion”); and (2) *Emergency Motion For Order Authorizing Debtor In Possession To Honor Certain Pre-Petition Wages, Commissions And Benefits In The Ordinary Course Of Business* (the “Wages Motion”). The Financing Motion seeks approval of the proposed debtor in possession financing being offered by Universal City Studios LLC (“Universal”) and Twentieth Century Fox (“Fox” and, together with Universal, the “DIP Lenders”).

3. Scouler is a financial consulting and restructuring firm experienced in advising and assisting middle market companies through distressed situations. Scouler provides services in the areas of financial advisory, business stabilization and turnaround, technology advisory, crisis and interim executive management, and transaction services. Scouler has served a variety of industries, and has been engaged as financial advisors, turnaround/restructuring consultants and interim management in numerous Chapter 11 bankruptcy cases.

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Los Angeles, California 90067-4590

1 **A. First Day Motions**

2 *(1) Emergency Motion For Interim And Final Orders Approving Post-Petition*  
3 *Financing Agreement With Universal City Studios LLC And Twentieth Century*  
4 *Fox*

5 4. The Financing Motion seeks approval of the proposed debtor in possession  
6 financing being offered by the DIP Lenders.

7 5. Scouler has been providing CRO and financial consulting services to R&H since  
8 January 3, 2013. I have been the point person at Scouler for this engagement as CRO. I have  
9 been personally involved in the negotiation of the term sheet which resulted in the Senior Secured  
10 Super Priority Debtor in Possession Loan Agreement (the "DIP Loan Agreement").

11 6. Since the engagement of Scouler, together with the President and CEO of the  
12 Company, the acting CFO and other senior members of management, I or my firm, has reached  
13 out to or participated in direct discussions with all of the existing client film studios, including  
14 those identified as the Lenders, as well as others, in an attempt to solicit a necessary amount of  
15 working capital that would allow the Company to continue its operations in an uninterrupted  
16 manner.

17 7. Additionally, together with the efforts of the Company's investment bankers, we  
18 solicited non-encumbered working capital or equity investments into the Company. Discussions  
19 were held in conjunction with a specific identified potential suitor to infuse immediate working  
20 capital that would have allowed the Company to fund the most recent payroll obligations in the  
21 U.S. and for its Canadian subsidiary.

22 8. Through my firm's established contact list, we reached out to multiple lending  
23 institutions, hedge funds and private lenders in an attempt to solicit working capital or bridge  
24 loans for the Company to no avail. In every case we were unable to identify a party willing to  
25 provide working capital or make an investment in the Company, either secured or unsecured, on  
26 an emergency or long-term basis, given the adverse financial condition of the Company and its  
27 lack of tangible collateral to serve as security for a loan.

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1 9. Ultimately, R&H was able to obtain unsecured financing from the DIP Lenders on  
2 January 18, 2013 in the amount of \$750,000, which was used principally for payroll. On January  
3 25, 2013, the DIP Lenders advanced an additional \$5,250,000, also on an unsecured basis, which  
4 allowed the Debtor to meet its payroll and other immediate operating expenses. However, this  
5 unsecured financing was only made available by the DIP Lenders in contemplation of a possible  
6 and immediate sale of the business to a third party buyer, together with a guaranty of such  
7 financing executed by the proposed third party buyer. However, after those unsecured loans  
8 were made, the third party buyer failed to close and the sale fell through. Despite my efforts to  
9 obtain financing on an unsecured basis, R&H has been unable to obtain unsecured financing from  
10 any other sources.

11 10. It is my understanding that the DIP Lenders are motivated to lend to R&H because  
12 R&H is in the midst of important projects for films being produced by Universal and Fox.  
13 However, the DIP Lenders have indicated that they will only loan further to R&H upon the terms  
14 set forth in the DIP Loan Agreement.

15 11. Based upon my familiarity with the Company's financial condition and cash flow,  
16 it is clear that the Company is unable to continue in business absent the debtor in possession  
17 financing being provided by the DIP Lenders. Without the DIP Loan, the Company will be  
18 forced to liquidate immediately. The Company's projected cash collections, excluding the DIP  
19 Loan proceeds, through April 19, 2013 consist of only approximately \$5,617,000 based upon  
20 current projects. These projected cash receipts are insufficient to pay the Company's projected  
21 operating expenses. Even with the reduced staff, the Company's estimated cost of operations  
22 with only the Fox and Universal projects is projected to be \$22,056,000 through April 19, 2013.  
23 See Initial Approved Budget attached to the DIP Loan Agreement as Exhibit H. A true and  
24 correct copy of the DIP Loan Agreement is attached to the motion seeking its approval as Exhibit  
25 "A". Accordingly, I believe that the Company needs debtor in possession financing to complete  
26 the current level of film development for the DIP Lenders and to continue as a going concern  
27 even in the short term, in order to maintain the opportunity of exiting bankruptcy either through  
28 an internal restructuring plan or through a sale of the business.

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1           12.     Liquidation would significantly impair the value of the Company’s assets to the  
2     detriment of all stakeholders. On the other hand, by obtaining post-petition financing, the  
3     Company will be in a position to continue to operate and maximize the value of its estate to the  
4     extent possible. Based upon my experience, I believe the terms of the DIP Loan are fair,  
5     reasonable and adequate given the Company’s financial circumstances.

6           13.     The proposed DIP Loan will be in the maximum amount of \$17,086,000 (the “DIP  
7     Loan Amount”). It is anticipated that the DIP Loan will be advanced in four (4) installments as  
8     follows: (1) \$6,000,000 to be advanced upon entry of an order approving the DIP Loan on an  
9     interim basis; (2) \$5,000,000 to be advanced on February 19, 2013; (3) \$4,000,000 to be  
10    advanced on March 18, 2013, but only after entry of an order approving the DIP Loan on a final  
11    basis; and (4) \$1,586,000 to be advanced on April 8, 2013. In addition, there is a loan allowance  
12    amount for the Lenders’ counsel up to \$500,000.

13          14.     The DIP Loan will be secured by a first priority security interest on substantially  
14    all of the Company’s assets, excluding the property of a Dormant Non Lender Project (the  
15    “Collateral”), subject to the Carve Out (as defined in the DIP Loan Agreement). The Collateral  
16    does not include avoidance actions owned by the Company’s bankruptcy estate. In addition, the  
17    DIP Lenders will receive a superpriority administrative expense claim for any unpaid obligations  
18    under the DIP Loan, again, subject to the Carve Out. The DIP Loan will bear interest at a fixed  
19    rate of 6% per annum, which I believe to be a reasonable interest rate in this circumstance. The  
20    default interest rate will be 9% per annum.

21          15.     The Maturity Date under the DIP Loan will be the earlier of (i) December 31, 2015  
22    and (ii) the effective date of a plan of reorganization in this case. However, the DIP Lenders have  
23    also agreed that in connection with a confirmed plan of reorganization, the DIP Lenders will enter  
24    into a new loan agreement on substantially the same terms as the DIP Loan, thus providing the  
25    Debtors (or a third party buyer) with flexibility upon the Debtor’s exit from bankruptcy. Pursuant  
26    to the Loan Agreement, interest payments on the outstanding balance of the DIP Loan shall be  
27    due and payable to the DIP Lenders monthly in arrears on the 15<sup>th</sup> day of each month beginning  
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1 on March 15, 2013, and on the Maturity Date. In my experience, this is a very pro-R&H  
2 provision when compared to the much shorter terms found in most debtor in possession loans.

3 16. The DIP Loan is being made pursuant to the Approved Budget, which I prepared  
4 and with which I am familiar. The Approved Budget runs through April 19, 2013. On a weekly  
5 basis through the budget period, the Company is obligated to deliver a revised budget to the DIP  
6 Lenders. If the revised budget reflects that the Company requires less funds than was  
7 contemplated in the prior budget, the Company may borrow less than the amount set forth above.  
8 In addition, to the extent that the Company undertakes to complete a project for a studio other  
9 than Universal or Fox, the amount of the overhead cost allocated to the DIP Lenders would be  
10 reduced accordingly, with the difference being picked up by the Non-Lender studio.

11 17. In accordance with the Approved Budget, the proceeds of the DIP Loan are to be  
12 used for both the direct costs of projects for Universal and Fox, and all indirect costs such as  
13 general overhead. Included in such costs are amounts owing to various subsidiaries and an  
14 affiliate each of which performs critical components of each project.

15 18. Included in the operating costs are amounts owing to foreign affiliates each of  
16 which performs critical components of each project. See line items in the Approved Budget for  
17 each of "Vancouver, India, Malaysia, and Taiwan Rendering" in the amounts of \$3,286,677,  
18 \$1,672,000, \$700,000, \$160,000, respectively, through the end of the Budget Period. It is critical  
19 that that the Company be allowed to assume its modified contracts with the subsidiaries and  
20 affiliates, so that it can pay what is owed to those entities to allow them to continue their work on  
21 each of the Debtor's projects. The funding under each of those contracts is provided for in the  
22 Approved Budget. Without the continuing work provided by those entities, it is my  
23 understanding that the DIP Lenders would not be willing to fund the DIP Loan because the work  
24 on the required projects would not be completed.

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1                   (2) *Emergency Motion For Order Authorizing Debtor In Possession To Honor*  
2                   *Certain Pre-Petition Wages, Commissions And Benefits In The Ordinary Course*  
3                   *Of Business*

4                   19.     The Company's employees are paid their wages and salaries on a semi-monthly  
5                   basis. All wages earned from the 1<sup>st</sup> through the 15<sup>th</sup> of the month are paid on the 26<sup>th</sup> of the  
6                   month. All wages earned from the 16<sup>th</sup> through the last day of the month are paid on the 10<sup>th</sup> of  
7                   the following month. When a scheduled payday falls on a Saturday, Sunday, or holiday, payment  
8                   will be made on the next business day. Accordingly, the Company has outstanding payroll  
9                   obligations to its employees at any given time.

10                  20.     The Company's Employees earned but were not paid their pre-petition wages for  
11                  the stub period from January 16, 2013 through January 31, 2013 ("January Period") and for the  
12                  period from February 1, 2013 through February 10, 2013 (the "February Period" and together  
13                  with the January Period "Pre-Petition Period"). The payroll was due to be paid for the January  
14                  Period on February 11, 2013 but payroll was not funded when the sale to the third party buyer  
15                  collapsed. The wages accrued during the Pre-Petition Period will come due again on February  
16                  26, 2013. For the 464 employees that are currently employed by the Debtor ("Current  
17                  Employees"), the Debtor seeks the authority to pay their pre-petition capped wages owed of  
18                  approximately \$4,135,214.

19                  21.     The Company's payroll is disbursed by Automatic Data Processing, Inc. ("ADP"),  
20                  which provides the Debtor with payroll management and administrative services. In order for  
21                  ADP to timely process the Debtor's payroll according to its established payroll cycles, the Debtor  
22                  must provide payroll data, and wire sufficient payroll funds to ADP no later than three business  
23                  days before the pay day. For its next payroll, which is due February 26, 2013, in order for the  
24                  Debtor to make payroll close to the pay day, the Debtor must provide payroll data and wire  
25                  payroll funds to ADP by the early morning of February 21, 2013. Employees will then receive  
26                  their direct deposits or payroll checks, as the case may be, on or near February 26, 2013. From  
27                  time to time, payroll checks that require special handling may also be drawn on the Debtor's own  
28                  checking account. It would be administratively convenient if the Company could pay its Current

**GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP**  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

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1 Employees for the entire Pre-Petition Period. This will allow us to easily limit the Current  
2 Employees' pre-petition wages to the cap of \$11,725. We have already calculated each  
3 individual Current Employee' pre-petition wages and applied the cap where applicable. By  
4 applying this cap to each individual Current Employee whose pre-petition wages exceed \$11,725,  
5 the total Aggregate Wage Payments that will be paid to Covered Employees under section  
6 507(a)(4) is \$4,135,214.

7 22. Because the Company's employees are paid in arrears, the employees are only  
8 required to submit their time cards for the prior 7 day period. As such, on the Petition Date, the  
9 last time cards submitted by the Company's employees only contained data through February 4,  
10 2013. Due to the challenge of requiring nearly 500 employees to record and submit their time  
11 cards on the Petition Date, I have instead estimated the wages that will come due during the Pre-  
12 Petition Period based on the Current Employees' prior 30 day historical hours and salary. This  
13 historical data was used to create an average daily rate for each employee and that daily rate was  
14 multiplied by the number of days in the Pre-Petition Period. Because the employees work  
15 weekends as well as weekdays, there was no need to account for non-working days. We will wait  
16 to pay the Current Employees' wages for the Pre-Petition Period until after the Current  
17 Employees' time cards have been submitted for the Pre-Petition Period. Thus, the total amount  
18 due on account of pre-petition wages may vary from this estimate slightly.

19 23. In the ordinary course of its business, the Company routinely withholds from all  
20 employee wages certain amounts that the Company is required to transmit to third parties for  
21 purposes such as Social Security and Medicare, federal and state or local income, unemployment  
22 and disability taxes, contributions to the Company's benefit plans, garnishment, child support or  
23 similar obligations pursuant to court order or law (collectively, the "Withholding Obligations").  
24 The pre-petition amount of such Withholding Obligations accrued but unpaid as of the Petition  
25 Date is embedded in the amount quoted above for the Debtor's pre-petition wages owed to  
26 Current Employees, and includes the employer portion of such taxes.

27 24. In preparation for the Motion to honor and continue the Company's employee  
28 benefit programs, we collected data for these programs. To the extent that certain benefits earned



1 or accrued may constitute pre-petition claims, many of these claims have not yet been reported to  
2 or calculated by us on behalf of the Company. It would therefore be difficult for us to calculate  
3 the exact benefits accrued by each of the employees during the pre-petition period and to identify  
4 and separately treat them as pre-petition and post-petition claims arising under the employee-  
5 benefit programs or to identify any benefits that might exceed \$11,725. Therefore, the figures  
6 included in the Motion are our best estimates of the amounts currently outstanding under the  
7 employee-benefit programs.

8 25. Based on pre-petition “paid time off” (“PTO”) policy, the Debtor’s Terminated  
9 and Current Employees had accrued a total of approximately \$9,063,953 in PTO prior to the  
10 Petition Date.

11 26. R&H offers a self-insured medical program to all employees and their dependents  
12 (the “Medical Plan”). During the 180 days prior to the Petition Date, 718 employees were  
13 covered employees under the Medical Plan (“Covered Employees”). R&H borrows the Blue  
14 Cross of California network and payment rates to providers are based on the contract rates for that  
15 network. It is my understanding that the Medical Plan, as it has been historically offered,  
16 provides commensurate, if not generous, coverage and benefits compared to other similarly sized  
17 industry plans. In addition to offering medical benefits, the Medical Plan also covers dental and  
18 vision. Covered Employees’ premiums under the Medical Plan are deducted from the employee’s  
19 semi-monthly paychecks, in an amount that is calculated based on whether the employee is a  
20 Staff Employee, Long-Term or Short-Term Freelancer and the number of dependents covered.

21 27. Based on my review of the Company’s financials, in order to administer the  
22 Medical Plan, R&H also pays a monthly plan administration fee of about \$53,000 per month to its  
23 third party plan administrator, Healthcomp Inc. (“Third Party Administrator”), on the 1<sup>st</sup> of the  
24 month for each coverage month. The plan administration fee varies based on the number of  
25 participants in the Medical Plan, tasks performed for the Medical Plan, and the claims processed  
26 during the prior coverage month. The Company’s books and records reflect that it currently owes  
27 the Third Party Administrator approximately \$53,100 for the plan administration fee for the  
28 month of February. I am informed and believe that the Third Party Administrator is responsible

1 for processing of each participant's claims and for payment of benefits under the Medical Plan on  
2 R&H's behalf. It is my understanding that the Covered Employee can submit a claim for  
3 reimbursement of bills paid by the employee for services rendered, or the health care provider  
4 may submit a claim for payment of its bill for services provided under the Medical Plan and the  
5 Third Party Administrator handles payment of the claim. The Third Party Administrator has  
6 authorization to cut a check for reimbursement or payment of all claims under \$2,500. For claims  
7 of \$2,500 or more, the Third Party Administrator sends the check to R&H for a second signature  
8 and authorization. The funds paid by the Third Party Administrator for claims under the Medical  
9 Plan come directly out of R&H's account.

10 28. My team and the Company's representatives conducted an extensive review of the  
11 Medical Plan in contemplation of bankruptcy and considered implementing modifications of the  
12 Medical Plan that would maximize cost-effectiveness while maintaining some level of benefits  
13 for its employees. However, in the course of this review, we were informed that existing health  
14 care law prohibits the modification or termination of the Medical Plan without giving Covered  
15 Employees 60 days' notice in advance of the modification or termination ("PHS Notice  
16 Requirement"). I have been informed that violation of the applicable statutes could possibly  
17 subject the Debtor to tens of millions of dollars in penalties assessed by the Department of Labor  
18 ("DOL") and the Internal Revenue Service ("IRS").

19 29. R&H's total known pre-petition liability under the Medical Plan is \$579,815.51 on  
20 account of claims for Covered Employees. This amount only includes claims that have been filed  
21 with the Third Party Administrator. In addition to these known claims, at any given time, it is  
22 estimated by the Third Party Administrator that Covered Employees and COBRA participants  
23 have incurred but not reported ("IBNR") claims in a total amount of \$900,000-\$1,100,000. Thus,  
24 it is my estimate that Covered Employees and COBRA participants hold a maximum of  
25 \$1,700,000 in pre-petition medical claims ("Pre-Petition Medical"). R&H's approximate out-of-  
26 pocket cash requirement for actual payment of claims under the Medical Plan has historically  
27 been \$150,000 per week. Assuming that the Covered Employees' post-petition claims track the  
28 historical amounts, the Debtor's post-petition obligation for maintenance of the existing Medical

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1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

1 Plan will be between \$2,250,000 and \$2,450,000 for the 60-day post-petition period. The  
2 Approved Budget filed with the Court as part of the *Emergency Motion For Interim and Final*  
3 *Orders Approving Post-Petition Financing Agreement with Universal City Studios LLC and*  
4 *Twentieth Century Fox*, has line items for “Health Claims Accrued-Prepetition (“IBNR”)” and  
5 “Health Claims Accrued- Postpetition” to cover the Pre-Petition Medical and the maintenance of  
6 the Medical Plan post-petition.

7 30. Employers who offer self-funded benefits often purchase a stop loss policy which  
8 will start to pay claims over a specified threshold in order to limit liability. This is not a separate  
9 employment benefit plan, it is simply a means for R&H to manage expenses related to the  
10 underlying Medical Plan. I believe that it is prudent to keep the Stop Loss Policy in force for the  
11 duration of the Medical Plan a means of mitigating large losses. The Company is current on its  
12 premiums for the Stop Loss Policy.

13 31. R&H’s pre-petition liability owed for life insurance and long term disability  
14 insurance premiums is \$9,542 for the January 2013 monthly premium. These programs were  
15 discontinued on February 12, 2013.

16 32. R&H maintains its workers’ compensation liability insurance policy with The  
17 Hartford and the quarterly premium is \$40,000. As of the Petition Date, the Debtor does not have  
18 any outstanding obligations for workers’ compensation premiums.

19 33. As of the Petition Date, R&H owed 25 employees reimbursement for qualified  
20 business expenses incurred in the scope of their employment. The total of these expenses is  
21 \$8,140.31. A true and correct copy of these expenses for each employee is attached hereto as  
22 Exhibit “14”.

23 34. The Debtor also offers a Flexible Spending Plan (sometimes called a Cafeteria  
24 Plan) to its employees. Forty-seven of the Debtor’s Current Employees and seventeen of the  
25 Terminated Employees elected coverage under the Flexible Spending Plan for 2013. The Debtor

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is not aware of any outstanding pre-petition reimbursement claims under the Flexible Spending Plan.

35. The Approved Budget makes allowance for the payments outlined in the Motion. Based on this Budget, R&H's payment of pre-petition wages and Pre-Petition Medical will not render the estate administratively insolvent.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed at El Segundo, California on this 13th day of February, 2013.

  
\_\_\_\_\_  
JOHN F. HEDGE

GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

EXHIBIT “14”

## Employee Expenses

<u>Employee</u>	<u>AP Balance</u>
RICHARD HOLLANDER	\$ 1,400.00
MICHAEL IMPERATO	531.85
ROBERT MERCIER	527.00
MARK RODAHL	525.00
MARK SIMONE	468.05
DEREK SPEARS	436.70
SHAOLIN CHI	425.15
KEITH ROBERTS	417.45
DARA EDWARDS	407.00
CHRIS GRUN	376.75
JUSTIN LUI	355.86
ANJELICA CASILLAS	340.62
VENECIA DURAN	323.89
KEITH NESSON	300.00
KEVIN E JACKSON	287.00
CHRIS MORENO	255.20
DAN KAUFMAN	180.00
MONICA SUN	126.66
PATRICK O'ROURKE	95.88
MIKE CAMMORATA	90.54
STEPHEN GRANT	81.45
CHAD NORTON	64.34
CRAIG TALMY	57.79
TODD E. EZZELL SR.	39.49
LEE BERGER	26.64
<b>Total</b>	<b><u>\$ 8,140.31</u></b>