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9 Attorneys for Defendant
Google Inc. and YouTube, LLC
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11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13

14 CINDY LEE GARCIA, an individual,
15 Plaintiff,

16 v.

17 NAKOULA BASSELEY NAKOULA,
an individual also known as SAM
18 BACILE, MARK BASSELEY
YOUSSEF, ABANOB BASSELEY
19 NAKOULA, MATTHEW NEKOLA,
AHMED HAMDY, AMAL NADA,
20 DANIEL K. CARESMAN, KRITBAG
DIFRAT, SOBHI BUSHRA, ROBERT
21 BACILY, NICOLA BACILY,
THOMAS J. TANAS, ERWIN
22 SALAMEH, YOUSSEFF M.
BASSELEY, and/or MALID
23 AHLAWI; GOOGLE, INC., a
Delaware Corporation; YOUTUBE,
24 LLC, a California limited liability
company, and DOES 1 through 10,
25 inclusive,

26 Defendants.
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Case No. CV-12-8315-MWF (VBKx)

Assigned to the Honorable Michael W. Fitzgerald

DECLARATION OF MARK BASSELEY YOUSSEF

[Submitted in Opposition to Plaintiff's Motion for Preliminary Injunction]

Date: December 3, 2012

Time: 10:00 a.m.

Courtroom: 1600

1 I, Mark Basseley Youssef, hereby declare as follows:

2 1. I have personal knowledge of the facts stated herein and, if called
3 upon, could and would testify competently thereto under oath.

4 2. Attached hereto as **Exhibit 1** is a true, correct, and complete copy of
5 the Personal Release and Cast Deal Memo signed by Cindy Lee Garcia in
6 connection with the film Desert Warriors. I personally provided this document to
7 Ms. Garcia on August 9, 2011 and she filled it out and signed it in my presence on
8 that day before commencing work on the film. The only writing on this document
9 that is not that of Ms. Garcia is "Matthew Metta," next to Sam Bessi, on pages 1
10 and 3 of the document. That writing is mine.

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

13 Executed this 27 day of November, 2012, at Los Angeles, California.

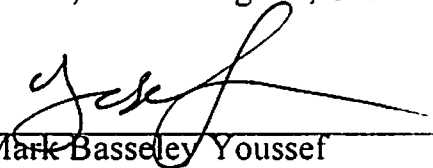
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16 _____
17 Mark Basseley Youssef
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EXHIBIT "A"

PERSONAL RELEASE

Production Company Desert Warriors
Address 1040 Hamilton rd.
Durante Ca. 91010

s Matthew MTTA.

Date 8/9/11

Ladies and Gentlemen:

I, the undersigned, hereby grant permission to Sam Bessi (Matthew MTTA)
("Producer") to photograph me and to record my voice, performances, poses, acts, plays and appearances, and use
my picture, photograph, silhouette and other reproductions of my physical likeness and sound as part of the _____
One Roman tentatively entitled _____
(the "Picture") and the unlimited distribution, advertising,
promotion, exhibition and exploitation of the Picture by any method or device now known or hereafter devised in which
the same may be used, and/or incorporated and/or exhibited and/or exploited.

I agree that I will not assert or maintain against you, your successors, assigns and licensees, any claim, action, suit or demand of any kind or nature whatsoever, including but not limited to, those grounded upon invasion of privacy, rights of publicity or other civil rights, or for any other reason in connection with your authorized use of my physical likeness and sound in the Picture as herein provided. I hereby release you, your successors, assigns and licensees, and each of them, from and against any and all claims, liabilities, demands, actions, causes of action(s), costs and expenses whatsoever, at law or in equity, known or unknown, anticipated or unanticipated, which I ever had, now have, or may, or shall hereafter have by reason, matter, cause or thing arising out of your use as herein provided.

I affirm that neither I, nor anyone acting for me, gave or agreed to give anything of value to any of your employees or a representative of any television network, motion picture studio or production entity for arranging my appearance on the Picture.

The undersigned understands that they will not be compensated for their appearance in the recording.

I have read the foregoing and fully understand the meaning and effect thereof and, intending to be legally bound, I have signed this release.

Dated 8/9/11 _____
Signature Curly Garcia

If a minor, Guardian's Signature

Please Print Name

Address

AGREED AND ACCEPTED TO

By _____ **REDACTED** _____
Phone Number

Release #1

Cast Deal Memo

This memo outlines terms of the agreement between ~~MM~~ ^{MM} LLC. and Cindy Garcia (hereinafter "Producer") related to the production of ~~Disembodied~~ (hereinafter "Motion Picture.")

1. Services:

Cindy Garcia agrees to perform the services outlined in Appendix A.

2. Compensation:

Subject to the rest of the terms of this agreement, and upon satisfactory completion of the services outlined in Appendix A, Producer agrees to compensate Cindy Garcia at the rate and time designated in Appendix B.

3. Employment Status: [Independent Contractor]

[Independent Contractor: The parties agree that CG is an independent contractor, who is not required to work exclusively for Producer now or in the future, and who, as a professional, is expected to complete the assignment without supervision or training. No fringe benefits or overtime compensation will be provided and the contractor is solely responsible for all income, self-employment and other taxes due upon this income received in conjunction with the services rendered under this agreement. **The contractor is not entitled to collect unemployment compensation under this agreement.**]

4. Assignment of Rights

[CG assigns to producer all rights necessary for the development, production and exploitation of the Motion Picture, whether denominated copyrights, performance rights, or publicity rights, including the right to reasonable use of his/her name and likeness in conjunction with the development, production and exploitation of the Motion Picture, and waives any right to sue Producer over such use.]

[CG warrants to Producer that all

writing submitted for the Motion Picture is his own original work. The parties agree the script and all revisions of the script of the film are "works made for hire" as defined under article 101 of Title 17 of the U.S. Code. If for any reason the script should be determined to not be a "work made for hire," CG assigns all rights he may have to the work under U.S. and International copyright law to Producer.

5. Credits:

Producer agrees to provide the following credits:

Sam Bessi (matthew reatha)

8/9/11
Date

Social Security Number

REDACTED

Address

Producer

Date

Appendix A:

[Describe the services to be performed in plain English including dates and times required to be available and any equipment to be provided.]

[Examples: actor playing (role); dates; times (or "as needed"); related responsibilities. Writer; responsibilities including revisions/turn around times between dates; Stunts/effects...]

Appendix B:

Describe Compensation Rate

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PROOF OF SERVICE

I, Pamela Villeral, declare,

I am employed in the City of Los Angeles, County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 1888 Century Park East, Suite 1700, Los Angeles, California 90067-1721. On the date signed below, I served the documents named below on the parties in this action as follows:

DECLARATION OF MARK BASSELEY YOUSSEF

Upon the parties named below as follows: (See attached service list.)

(BY MAIL) I caused the above referenced document(s) to be placed in an envelope, with postage thereon fully prepaid, and placed in the United States mail at Los Angeles, California. I am readily familiar with the practice of the firm for collection and processing of correspondence for mailing, said practice being that in the ordinary course of business, mail is deposited in the United States Postal Service the same day as it is placed for collection. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

(FEDERAL) I declare under penalty of perjury under the laws of the United States of America the above it true and correct.

Executed on **November 28, 2012**, at Los Angeles, California.



Pamela Villeral

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SERVICE LIST

Defendant

Nakoula B. Nakoula aka Mark Basseley Youssef
Metropolitan Detention Center.
Inmate # 56329-112.
180 N. Los Angeles St.
Los Angeles, CA 90012