

DECLARATION OF JORGE BOUZA

I, Jorge Bouza, hereby declare and state as follows:

1. I am not a party to this action. I make this declaration in support of Defendants Viacom Inc. and MTV Networks' Motion to Dismiss the Corrected Complaint of Plaintiff Carrie Malec (the "Motion"). I have personal knowledge of all facts stated herein, except where stated otherwise and, if called upon to do so, I can and will competently testify thereto.

2. I was a Production Assistant for Double Guns, LLC ("Double Guns") at the time of the events described in this Declaration. Double Guns is the production company for season 2 of the MTV Networks' show, "Jersey Shore" (the "Show").

3. On or about May 4, 2010, I, along with other crew members of Double Guns arrived at Tantra, a nightclub in Miami, Florida, in order to film footage for the Show.

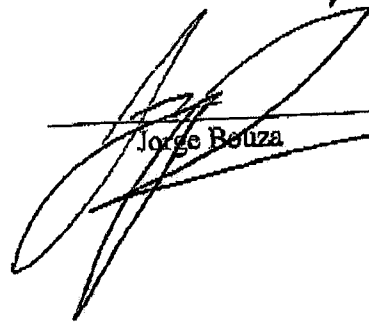
4. As part of my responsibilities on the Show, I would approach individuals who, among other things, appeared in the camera shots being taken on the Show and ask that they sign an Appearance Release (the "Release").

5. On May 4, 2010, I approached Plaintiff Carrie Malec ("Plaintiff") and asked her to sign a Release because Plaintiff had appeared in the camera shots at Tantra. Despite the fact that the Release states that it was signed on May 2, 2010, I have personal knowledge that it was signed by Plaintiff on May 4, 2010, and the May 2, 2010 date indicated on the Release is inaccurate.

6. Plaintiff signed the Release prior to the incident with Polizzi and Farley alleged in Plaintiff's Corrected Complaint.

7. Attached hereto as Exhibit "A" is a true and correct copy of the Release that I witnessed Plaintiff execute on May 4, 2010 at Tantra, which document was produced from the business records of Double Guns.

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct. Executed this 28th day of July 2010, at 7:35 pm.



Jorge Betuza

EXHIBIT A

DATE Mo/2 LOCATION SIGNED Tantra
SHOOT DAY 1/21 PRODUCER NAME Jorge
DESCRIPTION _____ HAIR COLOR Blonde CLOTHING white dress
SHOW NAME B2

3200

Got in a fight ~~in~~ w/ SWEETIE
APPEARANCE RELEASE

THIS RELEASE (this "Release") shall confirm that Laura M... ("you"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted permission in perpetuity throughout the universe to Double Guns, LLC, and its successors, assignees, licensees and designees (collectively, "Producer") to use reproduce, record, transmit, broadcast, exploit, publicize, exhibit, depict, simulate and portray your name, likeness, silhouette, personality, appearance, performance, conversation, sound, paraphrases, quotes, depiction, portrayal, photograph and voice, as well as any performance of music composition(s) (collectively, your "Likeness") in and in connection with the television project currently entitled "Jersey Shore" (the "Program") and the advertising, promotion, exhibiting and other exploitation of the Program, and any and all ancillary rights associated therewith, by any and all means, media, devices, processes and technology of any nature whatsoever whether now known or hereafter devised (the "Rights"). Producer shall be the sole owner of all right, title and interest in and to all films, portrayals, photographs and recordings produced hereunder, including all copyrights therein, and any extensions and/or renewals thereof.

You hereby agree, on behalf of yourself and your heirs, next of kin, spouse, guardians, legal representatives, employees, executors, administrators, agents, successors and assigns, to release Producer, MTV Networks ("MTVN"), their respective licensees, designees, successors, and assigns and each of their respective officers, directors, employees, contractors, partners, shareholders, representatives, members and agents, as well as any other participants in the Program, from all liability and obligations to you of any and all nature whatsoever, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, arising out of or in connection with the exercise of the Rights granted above, including, without limitation, any claims of injury, illness, damage, loss or harm to you or your property, or your death, and any claims of breach of contract, breach of any statutory or other duty of care owed under applicable laws, libel, defamation, slander, invasion of privacy, right of publicity or personality, misappropriation, intentional infliction of emotional distress, negligent infliction of emotional distress, infringement of copyright, or any other right and expense respecting this Release and the Rights granted by you herein.

You acknowledge and understand that the nature of the Program is such that Producer, for dramatic purposes, may make certain misrepresentations to you and others, which misrepresentations may relate to any and all topics of every kind and nature whatsoever (including without in any way limiting the generality of the foregoing the other participants). You acknowledge that, while such conduct might otherwise constitute an actionable tort, you have freely and knowingly consented to such conduct. You further acknowledge and understand that your participation in the Program may lead to emotional strains and pressures on you, your friends, your co-workers and/or your family, before, during and after your participation in the Program. Accordingly, you understand that, in and in connection with the Program, you may reveal and/or relate, and other parties may reveal and/or relate information about you of a personal, private, sexual, surprising, defamatory, disparaging, embarrassing and/or unfavorable nature that may be actual or fictional. You further understand that your Likeness in the Program, and your actions and the actions of others displayed in the Program, may be disparaging, embarrassing or of an otherwise unfavorable nature and may expose you, your friends, your co-workers and/or your family to public ridicule, humiliation or condemnation. You understand and acknowledge that you will be in close physical proximity to other participants who may, by virtue of the Program, or for other reasons, act unpredictably, including without limitation, exhibiting physical or verbal aggression toward you or other participants. You specifically acknowledge that you are currently pregnant and that you are therefore exposing yourself to an increased level of risk by choosing to participate. You are voluntarily participating in the Program and related activities with full knowledge, appreciation and understanding of the personal risks involved and hereby agree to accept any and all risks of participating in the Program.

You agree that you shall be entitled to no additional consideration as a result of the exercise of the Rights granted herein and that Producer may rely upon this Release in preparing and exploiting the Program. You also understand and agree that this Program is a non-guaranteed production and there will be no residual or any other type of payment due in connection with your participation in this Program. Notwithstanding anything to the contrary contained herein, to the extent that you are rendering any musical performances in connection with the Program and you are currently a party to an exclusive recording agreement in effect with a record company with which Producer (and/or any of its affiliates) has negotiated certain terms and conditions that are applicable to any such musical performances, this Release shall be subject to such applicable terms and conditions, unless otherwise authorized by such record company. In the event of a conflict between the terms of this Release and the terms of any agreement between Producer (and/or any of its affiliates) and your record company, the terms of the agreement between Producer (and/or any of its affiliates) and your record company shall control.

Notwithstanding anything to the contrary contained herein, Producer shall not commercially release any audio or audiovisual products intended for home consumer use which embody any performance of musical compositions in the Likeness, without Producer obtaining any necessary approvals that may be required by your record label, if applicable.

Initial [Signature]

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You agree that, at no cost to Producer, you have secured, or will secure (and/or will arrange with any respective publisher and/or third party owner to secure) all rights, including, without limitation, synchronization rights necessary for Producer to use any musical composition(s), written, co-written and/or performed by you that is contained within the Program, to the extent that you control such rights. Notwithstanding the foregoing, nothing in this Release shall affect your right, or the right of any authorized publisher or co-writer, to collect public performance royalties.

This Release shall also serve to confirm that you warrant and represent that you have all right, title and interest in and to the Rights granted hereunder, that you have the full right, power and authority to enter into this Release, and that Producer's exercise of the Rights shall not violate or infringe any rights of any third party.

Furthermore, you agree to indemnify and hold Producer harmless from and against any and all claims, liabilities, damages, costs and expenses, including attorneys' fees actually incurred, arising out of or in any way connected with a breach of any representation, warranty or agreement made by you herein.

You acknowledge that you shall be limited to an action for money damages for any breach of this agreement by Producer and you shall not be entitled to equitable or injunctive relief and in no event shall you be permitted to prevent or inhibit the broadcast, exhibition, distribution or other exploitation of any of Producer's productions, including but not limited to the Program.

The Rights granted herein include the right to use excerpts or stills from the Program which may contain the Likeness in any other television or motion picture production, internet production, publication, or recording. You further irrevocably agree that Producer may use and license others to use the Likeness for advertising, publicity, marketing, promotional and commercial tie-in purposes in connection with the Program and/or any other works based upon the Program, all allied ancillary and subsidiary rights therein and thereto (including, without limitation, merchandising and commercial tie-in rights), or any other use of the Program, as well as in or in connection with promotional materials for MTVN, its programming services, affiliates and sponsors, other MTVN programs and for the institutional purposes of the cable industry generally, in all media now known or hereafter devised.

This Release shall be construed and enforced in accordance with the laws of the State of California applicable to agreements of this nature and you hereby consent to the exclusive jurisdiction and venue of said State. You are familiar with and do hereby waive the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions) which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

You understand that Producer shall have no obligation to produce, distribute or otherwise exploit the Program, and that if used, your Likeness need not be recognizable. All creative decisions regarding the use of your Likeness shall be at the sole discretion of Producer.

This Release sets forth our entire agreement with respect to the subject matter hereof and may not be modified unless in writing signed by both parties. Producer shall have the right to assign all of the rights granted herein to any person or entity.

You hereby warrant and represent that you have every right to execute this Release on your own behalf and to grant the Rights granted hereunder. You acknowledge that you have read this Release prior to signing it and that you fully understand its contents.

ACCEPTED AND AGREED:

DATE: 06-17-09 NAME: (Please Print) _____

DATE OF BIRTH: _____ SIGNATURE: _____

ADDRESS: 1742 Trumbull

Malibu, CA

TELEPHONE: 310 250 5904

SOC. SEC. #: _____

[Signature]
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