U.S. Department of Labor
Office of Labor-Management Standards
Washington, DC 20210

FORM LM-30
LABOR ORGANIZATION OFFICER AND EMPLOYEE REPORT

Form approved
Office of Management and Budget
No. 1215-0188
Expires 11-30-2006

This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C 439 or 440.

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READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number U - 720

2. Fiscal Year Covered From: 1 / 1 / 2004 Through: 12 / 31 / 2004

3. Name and address of person filing.

Name: Nancy Lynch

P.O. Box, Bldg., Room No., if any: c/o Actors' Equity Assoc.

Street: 165 West 46th Street

City: New York

State: New York ZIP Code + 4: 10036

4. Name, file number, and address of labor organization.

Name: Actors' Equity Association

Labor Organization File Number: 006-029

P.O. Box, Building and Room Number, if any:

Street: 165 West 46th Street

City: New York

State: New York ZIP Code + 4: 10036

5. Position in labor organization. Outside Business Representative

Enter appropriate data below if, during the past fiscal year, you or your spouse or minor child directly or indirectly had any of the following interests (except as specified in the exclusions set forth in the instructions):

A. Held an interest in, engaged in transactions (including loans) with, or derived income or other economic benefit of monetary value **from an employer whose employees your organization represents** or is actively seeking to represent.

6. Name and address of Employer (including trade name, if any).

Name: Barack Evans

Trade Name, if any: Second Stage

P.O. Box, Bldg., Room No., if any:

Street: 307 West 43rd Street

City: New York

State: New York ZIP Code + 4: 10036

7.a. Nature of Interest, Transaction, or Income.

As required to perform my duties under the collective bargaining agreement, I received (1) ticket on March 14, 2004 to "Wintertime".

7.b. Amount.

$60

Signature

15. Signature and verification. The undersigned declares, under penalty of Perjury and other applicable penalties of the law, that all of the information submitted in this report (including the information contained in any accompanying documents), has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See the section on penalties in the instructions.)

Signed Nancy Lynch On 8/11/2005 (Date) 212-869-8530 (Telephone Number)

Name of Person Filing Nancy Lynch	File Number **U-**

B. Held an interest in or derived income or economic benefit with monetary value **from a business** (1) a substantial part of which consists of buying from, selling or leasing to, or otherwise dealing with the business of an employer whose employees your labor organization represents or is actively seeking to represent, or (2) any part of which consists of buying from or selling or leasing directly or indirectly to, or otherwise dealing with your labor organization or with a trust in which your labor organization is interested.

8. Name and address of Business (including trade name, if any).

Name

Trade Name, if any:

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

9. Business deals with:

- [ ] a. Labor Organization
- [ ] b. Trust
- [ ] c. Employer

10. If 9.b. or 9.c. is checked give trust or employer's name.

Name

Trade Name, if any:

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

11.a. Nature of such dealing.

11.b. Approximate dollar value of such dealing.

12.a. Nature of interest held or income received.

12.b. Amount.

C. **Received from any employer** (other than an employer covered under parts A and B above) or from any labor relations consultant to an employer any payment of money or other thing of value.

13.a. Name and address of Employer or Labor Relations Consultant (including trade name, if any).

Name

Trade Name, if any:

P.O. Box, Bldg., Room No., if any

Street

City

State ZIP Code + 4

14.a. Nature of payment.

13.b. Is the Business an Employer [ ] or Consultant [ ] ?

14.b. Amount of payment.

22. DEPUTIES AND REPRESENTATIVES.

(A) Deputies of Equity shall be required in each company. Whenever a Chorus is employed, there shall be Deputies for Chorus singers and Chorus dancers, in addition to a Deputy for Principal Actors. Deputies shall have the duty and obligation to report non-compliance with the Rules Governing Employment Off-Broadway.

(B) Duly authorized representatives of Equity shall have free access to the stage and to all members of Equity at all times, inclusive of rehearsals and performances. Sufficient time shall be set aside during the beginning of the rehearsal period for an Equity Representative to conduct Equity business. Other than the half-hour defined in Rule 54(E)(7) such time shall not be considered part of the official rehearsal hours.

23. DISCRIMINATION.

There shall be no discrimination against any Actor or applicant for any part or position. (See Rule 26, EQUAL EMPLOYMENT OPPORTUNITY - NON-TRADITIONAL CASTING - NONDISCRIMINATION.)

24. DUES AND INITIATION FEES.

The Producer agrees to deduct from the Actor's salary and remit to Equity, union dues, plus initiation fees, and assessments provided that the Producer receives timely notice from Equity, with proper authorization, agreed to and signed by the Actor.

25. DUTIES OF THE ACTOR.

The Actor agrees to:

(A) Be prompt at rehearsals;

(B) Appear at the theatre no later than one-half hour prior to the performance;

(C) Pay strict regard to make-up and dress;

(D) Perform the Actor's services as reasonably directed, to the best of the Actor's ability, and to conform to the language of the script.

(E) Properly care for the Actor's costume and props;

(F) Respect the physical property of the production and the theatre; and

(G) Abide by all reasonable rules and regulations of the Producer not in conflict with Equity Rules. (See Rule 56(C), Inability to Perform.)

26. EQUAL EMPLOYMENT OPPORTUNITY - NON-TRADITIONAL CASTING - NONDISCRIMINATION.

Equity acknowledges that the League of Off-Broadway Theatres and Producers has been exemplary in its Equal Employment Opportunity hiring practices. Consistent with the foregoing and with the procedure set forth in Rule 4, AUDITIONS, it is the intention of the parties that the auditions/ interviews will be conducted in a manner that continues to promote fair consideration to ethnic

make the Actor's request or demand as the case may be, with all of the power and authority of the Actor, without liability to itself (A.E.A.).

(2) In all cases where, by virtue of any employment contract, the consent or approval of Equity is required, the Association has and reserves full discretionary power in giving its consent to change, modify or limit rights of any Actor under that Actor's contract, said action to be taken on behalf of the Association in writing by either the President or Executive Director or the designee or one of the executives or members of the Legal Department especially authorized by either of said officers to act.

(D) Oral and Written Interpretations. Oral or telephone rulings made by Equity are not binding upon the Association or, except with its consent upon its members. Written rulings or interpretations of the employment contract or the Agreement Governing Employment Off-Broadway must be either approved or given by the President or Executive Director or the designee or one of the executives or members of the Legal Department specifically authorized by either of said officers to act, and shall be binding upon the Association only when said persons act within the powers delegated to them by the Council.

(E) Council Powers. Should there be any conflict between any Rules or any basis for more than one interpretation as to the meaning of any of them, the Council of Equity has the right to determine the correct interpretation or resolve the conflict, and its decision shall be binding upon Equity and its members.

(F) Determination of Classification. Equity has the sole right to determine whether an individual is correctly classified as Principal, Chorus, Stage Manager, or Assistant Stage Manager, and the Producer agrees that Equity's determination shall be final.

28. ESTOPPEL.

Reasons given by Equity for requiring Actors to do any act such as withdrawing from a cast shall not preclude Equity from giving or relying on other or different valid reasons for its action.

29. EXCLUSIVE SERVICE OF THE ACTOR.

(A) Except as otherwise provided in the contract of employment, the Actor shall not accept any other engagement in the legitimate and/or musical comedy field from the date of beginning of rehearsal and until said contract is lawfully terminated (except as provided in Rule 41(A), Short Term MORE REMUNERATIVE EMPLOYMENT and Rule 68, TERMINATION) without the written consent of the Producer. The Actor shall, however, have the right to accept other employment, not conflicting with the fulfillment of the Actor's duties under said contract.

(B) The Actor shall recognize that it is the Actor's responsibility to perform under said Actors' Equity contract in the legitimate theatre. If during the term of the Actor's employment under the Actors' Equity contract, a Principal Actor receiving star or featured billing is also employed in radio or television, the