

Fill in this information to identify the case:	
Debtor 1	Helios and Matheson Analytics Inc.
Debtor 2 (Spouse, if filing)	
United States Bankruptcy Court	Southern District of New York
Case number:	20-10242

FILED
 U.S. Bankruptcy Court
 Southern District of New York
 2/19/2020
 Vito Genna, Clerk

**Official Form 410
 Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	CAB assignee of Pollack PR Marketing Group	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	CAB assignee of Pollack PR Marketing Group	
	Name	Name
	14226 Ventura Blvd. Sherman Oaks, CA 91423	
	Contact phone 818-990-4800	Contact phone
	Contact email wthomas@cabcollects.com	Contact email
	Uniform claim identifier for electronic payments in chapter 13 (if you use one):	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 5238

7. How much is the claim? \$ 54880.74 Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information.
Services Performed

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies	\$ _____
* Amounts are subject to adjustment on 4/1/22 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

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

Executed on date 2/19/2020
MM / DD / YYYY

/s/ Brian L. Mitteldorf

Signature

Print the name of the person who is completing and signing this claim:

Name Brian L. Mitteldorf

First name Middle name Last name

Title President

Company Creditors Adjustment Bureau Inc.

Identify the corporate servicer as the company if the authorized agent is a servicer

Address 14226 Ventura Blvd.

Number Street

Sherman Oaks, CA 91423

City State ZIP Code

Contact phone 818-990-4800 Email blm@cabcollects.com



CLAIM PLACEMENT FORM
ASSIGNMENT BY FAX OR EMAIL
818-990-3904

newclaims@cabcollects.com

Creditors Adjustment Bureau

Immediate Demand: 10 Day Free Demand: Submission Date: 9/13/19 *10/13/19*

Debtor(s) Name: Helios and Matheson Analytics Inc. and Ted Farnsworth as an Individual

Trade Styles (DBA's): MoviePass RedZone Technologies

Address: 350 Fifth Avenue, Suite 7520

City: New York State: NY Zip: 10118

Phone: 310-780-2364 Fax: 310-286-2350 Cell: _____

Email: ted@hmny.com and tedfarnsworth@hotmail.com

Name of Contact: Ted Farnsworth

Other Addresses: _____

Amount Due: \$ 54,880.74 Last Invoice Date: September 3, 2019

Client Account or Reference Number: HMNY

Bank Account Number: n/a

Debtor Bank Name, Address and Phone Number: n/a

OTHER PERTINENT AVAILAVBLE INFORMATION

Itemized Statements/Invoices Credit Application NSF Check (front and Back)

Previous Collection Effort Log Contract Proof of Delivery

Credit Report Personal Guarantee No Other Information Available

Special Instructions or Remarks: HMNY has wired money to us, so I guess we or our Bank might have the wire info with the bank info. Our LOA that I emailed has a personal guarantee for Ted Farnsworth.

IMMEDIATE SUIT REQUESTED (Suit initiated within 24 hours of receipt)

Creditor: The Pollack PR Marketing Group A Corporation

Address: 1901 Avenue of the Stars, Suite 1040

City/State/Zip: Los Angeles, CA 90067

Region: USA

Submitted By: Stefan Pollack

Title: President

Phone: 310-780-2364

Fax: 310-286-2350

The above account is hereby assigned to Creditors Adjustment Bureau Inc., subject to published Rates and Terms on CAB's website, <http://www.cabcollects.com> in effect on the assignment date.



the pollack pr marketing group

A CORPORATION

LOS ANGELES | NEW YORK

INVOICE

September 1, 2019

Reference #912019R

Ted Farnsworth
Helios and Matheson, Inc.

Public Relations for:

Helios and Matheson, Inc.

Current Fees:	
September 2019	Account Suspended for non-payment
Past Due:	
April 1, 2019 Invoice	\$10,700.00
Interest	\$ 454.38
May 1, 2019 Invoice	\$10,700.00
Interest	\$ 366.44
June 1, 2019 Invoice	\$10,700.00
Interest	\$ 275.56
July 1, 2019 Invoice	\$10,700.00
Interest	\$ 187.62
August 1, 2019 Invoice	\$10,700.00
Interest	\$ 96.74
Total Fees & Interest Due and Payable Now	\$54,830.74

Invoices are due and payable upon receipt.

Federal Tax ID 93-1229176

Wire Instructions:

Routing No. 122016066

Account No. 002-230-569

The Pollack PR Marketing Group

City National Bank

2029 Century Park East

Los Angeles, CA 90067 U.S.A.

1901 Avenue of the Stars, Suite 1040, Los Angeles, California 90067
tel: 310-556-4443 fax: 310-286-2350 email: info@ppmgcorp.com www.ppmgcorp.com



the pollack pr marketing group

A CORPORATION

LOS ANGELES | NEW YORK

PROFESSIONAL SERVICES AGREEMENT

This Agreement confirms that Helios and Matheson Analytics Inc., (hereinafter "Client") has retained The Pollack PR Marketing Group A Corporation (hereinafter "Agency") as its public relations counsel beginning April 25, 2017.

A. Scope Of Work. The scope of work for which Client is hiring Agency is for public relations and marketing services. Should Client's scope of work require the global resources of Agency's Worldcom PR Group partnership, Client understands that Agency will secure a budget for local market/country PR services and seek Client's approval for each local market scope of work and related budget.

In performing the scope of work, Agency will provide Client with an activity plan at the start of each month during the term of this Agreement as well as a proposed plan of action for the following month. Client shall approve such action plan. At the end of the month following, Agency shall provide Client with an activity report, which details the activity and the total agency blended hours required to accomplish the activity as proposed by the action plan. Agency shall provide Client with conference reports as reasonably necessary and requested by Client.

Agency agrees that it shall not release to the public any of Agency's work product done for Client without first obtaining Client's written approval (by email) of such work product. Agency warrants that it will perform its services using reasonable care and skill and according to industry standards: Client agrees to provide timely written notice of any failure to comply with this warranty so that Agency can take corrective action.

1901 Avenue of the Stars, Suite 1040, Los Angeles, California 90067
tel: 310-556-4443 fax: 310-206-2350 email: info@ppmgpr.com www.ppmgpr.com

A Partner in  **WORLD.COM**
Public Relations Group
The Local Advantage. Worldwide.

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As with any public relations and marketing program, Client acknowledges and understands that Agency, while using its best efforts in attempting to reach Client's objectives, cannot guarantee any results.

It is further understood between Client and Agency that Client may retain Agency for additional projects and services beyond that set forth in this scope of work, and suggested by either Agency or Client.

2017 B. Term of Agreement. This Agreement will be effective on April 25, 2016, and will continue thereafter for 12 months plus the number of days from the effective date stated above through the end of the month in which the effective date occurs (the "Initial Term"). This Agreement can be canceled by either party at any time upon written request by either party with sixty (60) days notice. Subsequently, this Agreement will renew for successive Twelve (12) month renewal periods with the same terms and conditions, upon written approval by the Client sixty (60) days prior to the end of the Initial Term or, if applicable, the then current renewal period (the Initial Term and all renewal periods are collectively referred to hereinafter as the "Term").

Notwithstanding the foregoing, Agency shall be entitled to: (i) suspend its services to Client if any billing to Client for services, Office Allocation Charge (see Paragraph E. 1. below) and/or O.O.P. (see Paragraph E.2.) is not paid by Client by its due date, and such nonpayment continues for 15 calendar days after notice of intent to suspend services is given by Agency to Client; and/or (ii) terminate this Agreement upon 7 calendar days written notice to Client in the event any billing to Client for services, Office Allocation Charge and/or O.O.P. remains unpaid 30 days after its due date (see paragraph D. below regarding terms of payment). Notwithstanding any suspension of services or termination of this Agreement by Agency as allowed by the prior sentence, Client shall remain responsible for the aggregate sum of the monthly retainers due Agency through the end of the Term.

Upon the date of termination of this Agreement (which shall be upon expiration of the Term or the time stated in the applicable notice), neither party shall have any rights or liabilities thereafter arising out of this Agreement, except that any non-cancelable contract made on behalf of Client and still existing as of the termination date shall be carried to completion by Agency and paid for by Client, in accordance with the provisions of this Agreement, unless Client and Agency mutually agree to the contrary in writing. Notwithstanding any such termination of this Agreement, rights and liabilities arising out of this Agreement, arising or accruing prior to the termination date, shall remain enforceable by the parties.

C. Compensation To Agency. During the Term, for Agency's services pursuant to this Agreement, Client shall pay a monthly retainer of \$10,000.00 per month. The monthly retainer is set against the Agency's individual account team billing rates as outlined herein, with Agency using best practices in assigning account team members to accomplish the applicable action plan for Client. In the event that there is an expansion of Client's initial objectives, such as special projects, Agency will notify Client of the need for an increased fee and secure Client's approval.

2017 individual billing rates

CEO \$350
President \$325
Managing Director \$310
Sr. Vice President \$300
Vice President \$250
Account Supervisor \$215
Senior Account Manager \$175
Account Manager \$150
Assistant Account Manager \$125
Account Coordinator \$100
Administrative and Research Assistants \$85
Intern \$40

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D. Terms Of Payment. If the Initial Term begins on any day other than the first day of the month, the prorated amount of the monthly retainer and Office Allocation Charge for the first partial month plus the monthly retainer and Office Allocation Charge for the first full calendar month of the Initial Term shall be paid by Client, in advance, upon execution of the Agreement. Agency is under no duty to commence any services unless and until Agency has received such initial payment in full. Thereafter, on or about the first day of each month, Client will be invoiced by Agency for Agency's the current month's monthly retainer and Office Allocation Charge and the prior month's O.O.P. Payment on each monthly invoice shall be due 20 days after the date of the invoice. Any payment not received within 30 days after the date of the invoice shall bear interest at the rate of 10% per annum from the due date until the date of payment.

E. Office Expenses and Out-of-Pocket Expenses.

1. Office Expense Allocation Charge: In addition to reimbursement of any direct out-of-pocket expenses as provided in Paragraph E.2., Client shall pay Agency the standard 7% (of the Agency's fees invoiced) monthly office allocation charge for incidental and shared expenses ("Office Allocation Charge") which includes local travel (for travel within the Southern California or New York City areas, as applicable), general and administrative office expenses, state-of-the-art online resource and media database tools (such as Cision, ProfNet and Lexis-Nexis), faxes, postage, photocopies, long distance telephone calls and parking.

2. Client shall also pay Agency out-of pocket expenses ("O.O.P.") which include, but are not limited to, the following: costs for printing, graphic design, photography, production, express mail, messenger services, production materials, media placement, travel (other than local travel as provided in E.1.) and press entertainment. It is agreed between Agency and Client that routine items of O.O.P. costs not exceeding \$300.00 per item do not require prior approval of Client; all such costs exceeding \$300.00 per item are subject to the prior approval of the Client. All O.O.P.

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costs (including photography, printing and production) will be billed to Client at Agency's cost (without any markup) as incurred by Agency.

Wherever possible, third party O.O.P. vendors will bill directly to Client; and if such is possible Client shall provide such third party O.O.P. vendors with financial information of Client to establish credit terms with such third party O.O.P. vendors.

F. Indemnity Agreement. Agency shall indemnify, defend and hold harmless Client against any and all losses, fines, demands, claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees (collectively "Claims") suffered or incurred, directly or indirectly, by Client arising out of or in connection with: (i) third party claims made against Client as a result of any breach by Agency of its obligations under this Agreement; and (ii) third party claims made against Client for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy, arising out of any materials which have been prepared by Agency on Client's behalf or information disseminated by Agency on Client's behalf, except for any such Claims which are based upon materials or information supplied by Client to Agency.

Client shall indemnify, defend and hold harmless Agency against any and all losses, fines, demands, claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees (collectively "Claims") suffered or incurred, directly or indirectly, by Agency arising out of or in connection with: (i) third party claims made against Agency as a result of any breach by Client of its obligations under this Agreement; and (ii) third party claims made against Agency for libel, slander, defamation, copyright infringement, idea misappropriation or invasion of rights of privacy, arising out of any materials which have been prepared by Agency on Client's behalf or information disseminated by Agency on Client's behalf based upon materials or information supplied by Client to Agency.

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G. Ownership And Confidentiality Of Materials. It is understood and agreed that all information, facts and figures provided by Client to Agency will be handled in a confidential manner by Agency, in accordance with Client's desires and as approved by Client. It is furthermore agreed that subject to Agency's lien, hereby granted by Client to Agency, upon materials produced for Client for payment of services in respect thereto, all materials produced by Agency on behalf of Client shall be owned by Client.

H. Non-Competition. Client understands and agrees that it shall not, directly or indirectly, solicit or attempt to solicit for employment or engagement as a consultant, agent or independent contractor, or recommend the same to any others, any person employed by, or under the direction and control of, Agency, for a period of one year following the termination of this Agreement. If Client violates the provisions of the preceding sentence, Client shall pay Agency a recruitment fee of twenty five percent (25%) of the then-current annual salary and/or other compensation of such Agency employee or person under the direction and control of Agency. The parties agree that such recruitment fee is calculated to reasonably compensate Agency for the loss of its human capital investment. Notwithstanding the foregoing, the following shall not be considered a solicitation which is prohibited by this Paragraph H: (i) any solicitation through the placement of general employment advertising, internet postings or other publication for general circulation, or (ii) the unilateral direct or indirect contact of a party that is initiated by an Agency employee or person under the direction and control of Agency seeking employment or engagement of his or her own volition.

I. Cooperation. Client agrees and covenants that it shall cooperate with Agency with respect to reasonable requests made by Agency in connection with Agency fulfilling its obligations under this Agreement, including, without limitation, promptly providing Agency with information and documentation, and timely responding to requests by Agency for meetings and phone calls, necessary for Agency to effect the scope of work

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contemplated by this Agreement. Client acknowledges that Agency's ability to provide its services to Client will be affected if Client does not provide reasonable assistance as set forth herein.

J. Limitation of Liability. Except as provided in paragraph F., hereinabove, Client agrees that in the event of any breach of this Agreement by Agency or any other matter from which Client asserts Agency is liable to Client, the liability of Agency to Client shall not exceed the aggregate sum of all fees for services actually paid by Client to Agency during the 12 months immediately preceding the breach or matter from which Client asserts Agency is liable to Client. Without derogating the foregoing, it is specifically agreed by Client that in no event shall Agency be liable to Client for any consequential, incidental, special or punitive damages, or loss of Client's income, business or goodwill, as a result of, or arising from, this Agreement and/or the services provided by Agency to Client. No action, regardless of form, arising out of or pertaining to this Agreement and/or the services provided by Agency to Client shall be brought by Client more than two (2) years from the date the event giving rise to such action occurred.

K. General Provisions.

1. In the event of legal action arising out of this Agreement, venue and jurisdiction for any such action shall be in the Superior Court of the State of California for the County of Los Angeles to whose jurisdiction Client submits. This Agreement shall be interpreted and governed by the laws of the State of California.

2. In the event any part of this Agreement is found to be void or voidable by any court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect, as if such portion found to be void or voidable did not exist in this Agreement.

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3. In the event of legal action arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees therein incurred, in addition to such other relief as it may be entitled.

4. This Agreement sets forth the entire understanding and agreement between the parties hereto concerning the subject matter hereof. All prior representations, negotiations, understandings and agreements respecting the subject matter hereof are superseded in total by this Agreement. This Agreement shall include the proposal attached hereto (if applicable). No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, shall be effective unless in writing and signed by an authorized signatory of the parties hereto.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument and be effective when executed by each of the parties. The parties agree that facsimile or electronically transmitted signatures shall be effective for all purposes as if same were original signatures.

6. This Agreement may not be assigned or otherwise transferred by either party without the other party's prior written consent (which may be withheld in the sole discretion of the party whose consent is sought), and any attempted assignment or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon consented to assignees.

7. The relationship of Agency and Client established by this Agreement is that of Agency being an independent contractor for Client.

8. Any notice or other communication required or permitted under this Agreement shall be in writing and be sent by e-mail with a copy also sent on the same day by first class mail postage prepaid to the parties at the following e-mail and mailing addresses:

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To: The Pollack PR Marketing Group A Corporation
c/o: Stefan Pollack
E-Mail Address: spollack@ppmgcorp.com
Address: 1901 Avenue of the Stars, Suite 1040
Los Angeles, CA 90067

To: Ted Farnsworth
c/o: Helios and Matheson Analytics Inc.
Email Address: tedfarnsworth@hotmail.com
Address: 350 Fifth Avenue, Suite 7520
New York, NY 10118

9. Each individual executing this Agreement on behalf of a party does hereby warrant and represent to the other party to this Agreement that he/she is authorized to execute this Agreement on behalf of the party for whom he/she signs and bind such party to the terms and conditions of this Agreement. The person whose signature appears below on behalf of Client hereby agrees he/she personally guarantees Client's obligations, including performance by Client of all the payment obligations, under this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into effective as of the date first stated above.

Dated: April 15, 2017

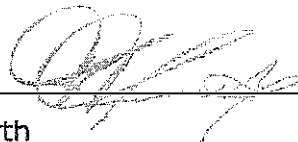
THE POLLACK PR MARKETING GROUP
A CORPORATION
Agency



By: _____
Stefan I Pollack, President & CFO

Dated: April 25, 2017

Helios and Matheson, Inc.



By: _____
Ted Farnsworth

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