

THE BERLIN FILES

Netflix's immersive-dubbing experiment, internal warnings,
labor questions, and the global AI-rights story

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A document-led reconstruction

A serious long-form special issue based on the supplied internal screenshots, correspondence, contemporaneous notes, counsel letter, and later union communications. Documents, allegations, analysis and unanswered questions are kept distinct.

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HOW TO READ THIS REPORT

This is not meant to be a compressed legal brief. It is a reconstruction. The goal is to let a reader who has never seen the underlying material understand what the Berlin experiment was, what the internal documents say, what was argued at the time, what happened next, and why later labor developments in the United States, Canada, Germany and Quebec raise a broader set of questions.

The primary source packet supplied for this report includes internal Netflix working-group screenshots, emails, Slack messages, Periscope consumption figures reproduced in correspondence, contemporaneous meeting notes, a January 22 feedback email, post-termination communications, an employment agreement, and a February 2024 letter from outside counsel. The later labor section also draws on supplied February-April 2026 WhatsApp and email communications involving German and international union figures.

Different documents prove different things. An internal email can establish what was said and when; it does not automatically establish that every interpretation inside the email was correct. A contemporaneous meeting note can establish what its author recorded at the time; it is not the same as an independent transcript. A lawyer's demand letter can establish that allegations were formally made to Netflix; it is not a judicial finding.

Publication rule

Where the record supports a fact, this report says so plainly. Where the record supports only an allegation, recollection or inference, it is identified that way. Similarity between events in different countries is treated as a reason to investigate - not as proof of coordination or a *quid pro quo*.

EXECUTIVE SUMMARY

Berlin Season 1 became the site of a large English-dubbing experiment. Internal planning material supplied to ESN describes a traditional-dub control and a "Full Immersive Dub" treatment, with estimated allocation of roughly one million members to control and three million in treatment.

Netflix's stated primary success metric was "stickiness." But the same planning material also included view-hour and complaint guardrails. That distinction became the center of an internal disagreement: while the experiment focused on stickiness, Wednesday was looking at total consumption, the changed voice cast, the possibility of lost viewing before viewers became counted "starters," and the risk of drawing conclusions from a test in which more than one important variable had changed.

On January 19, 2024, an email in the supplied record listed 22,545,389 view hours for the English dub and 15,488,883 for the English re-animation dub - a difference of 7,056,506 hours. The email treated the result as a signal requiring investigation, not as proof that immersive dubbing caused the entire difference.

A Content executive was separately sent the context and replied that he had not had access to it and found it "super helpful." A January 22 email then memorialized a management dispute, described what Wednesday regarded as a threatening atmosphere, reiterated concerns about Berlin and future union consequences, and said he intended to continue "dissenting and committing when appropriate." The supplied chronology places termination the next morning.

Within weeks, outside counsel formally raised a wrongful-termination theory with Netflix and demanded preservation of records relating to the employee, the termination and the Berlin test. That legal theory remains an allegation rather than an adjudicated finding. But the chronology demonstrates that the

underlying concerns were being documented in real time, not invented years later for ESN.

The story then expands. In early February 2026, a prominent German dubbing actor connected Wednesday with BFFS board member Till Voelger because of concern about Netflix and AI. The supplied WhatsApp record shows a roughly one-hour call with three participants and contemporaneous messages describing the magnitude of what Wednesday said as “horrifying.” Till then supplied the BFFS/Netflix dubbing-AI agreement. On February 4, Wednesday emailed FIA, BFFS and SAG-AFTRA leadership with a detailed warning and a proposed human-performance safeguard. Additional information was sent in April.

By September 2026, German voice-performer leadership was publicly opposing Netflix AI-training language. According to Wednesday's account of a September 30 call, VDS president Anna-Sophia Lumpe also alleged that BFFS's acceptance of AI training was connected to a large Netflix German film-and-television production arrangement. That specific quid-pro-quo allegation is important - and remains an attributed source claim unless corroborating documents establish the connection.

Canada and Quebec present a parallel set of questions. The supplied ESN research describes performer objections and later rider language around Canadian Berlin recordings, while Quebec separately entered a long-term Netflix production framework in 2026. Those events can be compared with Germany and SAG-AFTRA. They do not, standing alone, prove that AI-training rights were exchanged for production.

PART I - THE BERLIN EXPERIMENT

A large experiment on a flagship IP

The working-group screenshots describe an experiment using Berlin to compare a traditional English dub with a “Full Immersive Dub” treatment. An estimated-allocation table shows approximately one million members in the control and three million in treatment. The scale matters: the supplied material depicts a substantial consumer experiment on a major Netflix property.

The same planning document identifies “stickiness” as the primary success metric. Secondary measures included view hours and quality-of-experience measures such as switch rates. The screenshots state that a treatment cell would be stopped if view hours dropped 10% relative to control, and they describe complaint thresholds using Report a Problem, Customer Support and social-media signals.

The guardrails reveal the tradeoffs

The planning material does not treat experimental success, audience reaction and labor reaction as the same thing. One passage says that if negative social-media response conflicted with a sufficiently large stickiness lift, the team could evaluate the tradeoff and continue the test while attempting to mitigate the negative response.

Another passage says the team did not expect a large volume of actor or union complaints and describes communications around immersive dubbing as reactive and post-title-launch. In other words, the working-group material itself contemplated the possibility that labor or public-relations concerns could emerge separately from the primary experimental metric.

The voice-casting confound

Wednesday's correspondence repeatedly argues that Berlin was a difficult title on which to isolate the effect of immersive dubbing because the experiment also involved a change in English voice casting. If viewers behaved differently, what caused the difference: the visual re-animation, the unfamiliar voices, both, or something else?

That is the methodological core of the objection. Two meaningful variables were changing at once. The January correspondence therefore argues that even a later stickiness result could be difficult to interpret, while the underlying franchise absorbed the risk.

The January 12 warning

The January 12 email is notable for how often it qualifies its own conclusions. It asks management for guidance, says the matter “may be urgent,” and repeatedly uses conditional language such as “if these numbers are correct.” It reads as an escalation of an early signal, not as a declaration that causation had already been proven.

The email compares Money Heist Seasons 1-5 with Berlin Season 1 and says Berlin's combined English-dub share of global consumption appeared lower. It further argues that the immersive English version was dropping roughly 500,000 additional view hours per day compared with the non-immersive English version during the early period, while the working-group plan reportedly allocated 75% of the relevant audience to treatment and 25% to control.

Consumption versus stickiness

This is the conceptual center of the internal dispute. The working group chose stickiness as its primary experimental metric. Wednesday was looking at a different signal: total consumption and potentially lost viewing hours. Those are not interchangeable measures.

A test can, in principle, produce an interesting result on its selected metric while the underlying title experiences a different commercial effect. The January emails argue that focusing too narrowly on non-subtitle stickiness could miss viewers who co-viewed with subtitles, viewers who abandoned the title before becoming counted starters, and total viewing hours.

Evidentiary limit

The documents clearly show a disagreement about what the early numbers meant and which metrics mattered. They do not independently establish that immersive dubbing caused every difference in consumption.

The January 19 numbers

The January 19 email shown in the supplied screenshots lists 22,545,389 total view hours for the English dub and 15,488,883 for the English re-animation dub. The arithmetic difference is 7,056,506 hours.

The same email separates subtitle co-viewing from non-co-viewing and argues that a narrow measurement frame could understate the broader audience effect. Crucially, it also says Wednesday was not sure whether the working group's assumed 75/25 allocation reflected how the experiment actually went out. The deficit is described as a signal "worth investigating."

Netflix management's counterpoint

The record also contains management responses that should not be omitted. Brian Pearson wrote that the initial flag was grounded in numbers and warranted further investigation, while cautioning against assigning a cause too early. John DeMita supplied additional context, disputed some characterizations, noted that Montreal was an ACTRA market, and said he was preparing a retrospective overview of the test.

Wednesday's reply acknowledged those counterarguments, described the TikTok material as anecdotal, said the Money Heist comparison might not be connected, and explained that the purpose of escalating the signal was to make sure people with better context saw it. That exchange matters because it shows an active analytical disagreement rather than a one-sided record.

Escalation to Content

The supplied email to Diego Avalos says the Money Heist IP is one of Netflix's "crown jewels" and asks that the Content team receive the full context of the Berlin Season 1 English-dub test.

"Thank you, this is not something I had access to and its super helpful."

That response does not validate Wednesday's interpretation of the numbers. It does establish that at least one Content stakeholder said he had not had access to the information when it was sent to him.

PART II - DISSENT, MANAGEMENT AND TERMINATION

The January management meeting

Contemporaneous notes describe a January meeting with Wednesday's manager. According to those notes, the manager objected to his bringing the Berlin consumption numbers to her after previously telling him to "drop it." Wednesday recorded that he said he was seeking guidance because the information felt time-sensitive and relevant to Netflix's interests.

The notes say the manager described him as "more work for her to manage than others" and referenced former dubbing employees who were "gone," while gesturing toward empty desks. They also record a dispute about whether he was "on the side of the talent" because of his warnings about possible SAG consequences and whether his relationship with Money Heist talent affected his objectivity.

These are Wednesday's contemporaneous notes, not a neutral transcript. Their importance is that the substance was recorded at the time and then put directly to management in writing.

The January 22 feedback email

On January 22, Wednesday sent an email titled "Feedback." It quoted the "more work" and "they're gone now" language, described the atmosphere as uncomfortable and threatening, and asked that future guidance not include what he considered unwarranted threats.

The email then returned to Berlin. It argued that Creative Services and Dubbing should not damage a major Netflix IP in pursuit of test results, especially where the voice-cast change could make the learning ambiguous. It also warned of possible consequences for Netflix's relationship with talent unions and future negotiations.

The email's posture is important. It is confrontational in places, but it also repeatedly states loyalty to Netflix. Wednesday says he is trying to act in the company's best interests, praises his manager's operational strengths, says he looks forward to continuing to work for her, and closes by saying he loves the job.

The next morning

The supplied chronology and the later attorney letter say Wednesday was terminated the following morning. Counsel's February letter says the stated reasons included unspecified performance issues and inability to accept innovation. Counsel characterizes the termination as retaliatory and pretextual.

Evidentiary limit

Those are legal allegations advanced by counsel. The supplied record does not contain a court or arbitrator's finding that resolves why Netflix terminated the employee.

The legal chronology

The screenshots show that Lev Ginsburg was the first lawyer involved after the termination and approached Netflix Legal seeking reinstatement. Wednesday says that, after speaking with Netflix, Lev told him by telephone that Netflix had threatened to "make my life very difficult" and would "no longer respect me or my career" if he spoke publicly or sued, and that Lev summarized the exchange as: "They were threatening you."

That reported conversation is Wednesday's firsthand recollection of what Lev told him. The supplied written correspondence establishes that Lev was communicating with Netflix Legal during this period, but the

screenshots do not independently establish the quoted threat.

A second legal team, including Devin McRae and Lisa Boswell, later pursued a different strategy. Contemporaneous correspondence says counsel understood the practical objective at that stage to be a larger severance package and strategically led with a demand for reinstatement.

The February 9 preservation letter

On February 9, 2024, outside counsel sent Netflix's Chief Legal Officer a formal letter laying out the Berlin chronology, alleging wrongful termination and requesting reinstatement. The letter also demanded preservation of documents and communications concerning Wednesday, the termination and the Berlin AI test and its results.

The letter is especially useful as a time marker. Whatever one thinks of its legal conclusions, it demonstrates that the Berlin allegations and the retaliation theory were being formally presented to Netflix within weeks of the termination.

Why the sequence matters

Read in order, the record is easier to understand than when reduced to isolated screenshots: early Periscope analysis; management warnings; working-group and Content escalation; written feedback memorializing the management dispute; termination; senior-leadership escalation; and counsel's preservation and reinstatement demand.

What chronology can prove

The documents place the events close together in time. Temporal proximity can be relevant evidence in a retaliation dispute, but timing alone does not prove motive. Motive and legality would require the full employment record, testimony and other evidence.

PART III - THE WARNING LEAVES NETFLIX

February 2026: a German performer reaches out

The supplied WhatsApp record shows that a prominent German dubbing actor who knew Wednesday from acting classes created a conversation with Till Voelger, a BFFS board member involved in Netflix/AI negotiations. The actor described Till as directly involved in talks with Netflix around dubbing and AI in Germany.

Till then explained BFFS's position in writing. The messages describe a framework that permits AI training using performer recordings to optimize Netflix systems while distinguishing that training from later use of recognizable digital replicas or synthetic voices, which would require separate consent.

This is important because the rationale is visible before the call. Till's messages acknowledge that many dubbing actors opposed the training permission. He describes BFFS's strategic concern that refusing training rights could eventually push Netflix toward fully synthetic dubbing through outside AI companies.

The one-hour call

The WhatsApp screenshots show a February 2 video call lasting approximately one hour with three participants in the group. Immediately afterward, the German actor wrote that, although what Wednesday described was “not completely unexpected,” the magnitude of it was “horrifying.” Till thanked Wednesday.

At 4:22 p.m., Till then supplied a link and identified it as BFFS's “netflix dubbing ai deal.” That sequence is useful for a narrow proposition: the participants understood the conversation as significant, and Till immediately supplied the operative German Netflix/BFFS AI document. It does not independently prove every factual claim Wednesday made during the call.

February 4: FIA, BFFS and SAG-AFTRA are on the same email

The February 4 email screenshots show Wednesday sending a detailed message concerning Netflix AI and pay-to-play concerns to FIA representatives including General Secretary Dominick Luquer, Till Voelger at BFFS, and Duncan Crabtree-Ireland at SAG-AFTRA.

The email says Wednesday had been referred by Till and explicitly argues that unions around the world - “including and especially SAG-AFTRA” - needed to unite around stronger AI protections. It proposes a human-performance “poison pill”: discernible character speech should originate with a paid human performer, with exceptions requiring union approval.

What this document establishes

Representatives of FIA, BFFS and SAG-AFTRA were sent a concrete warning and a concrete proposed safeguard in the same written communication chain. The email does not, by itself, establish who personally read every line, what was discussed internally afterward, or why later negotiating positions were adopted.

The next-day meeting

Wednesday says Till and Dominick met with SAG-AFTRA the following day. That chronology should remain attributed to Wednesday unless the meeting itself is established by a calendar record, email, participant confirmation or other independent evidence.

The supplied record does establish that Dominick was included in the surrounding WhatsApp/email communications. It also establishes that the February 2 call itself was a three-person WhatsApp call in the

group with Wednesday, Till and the German actor.

April: another attempt

The WhatsApp record shows additional material being sent into the same conversation in April. Wednesday says he also contacted the relevant parties again with more information and received no substantive response.

The publication-safe formulation is simple: additional information was sent; Wednesday says he received no response. Silence alone does not establish why the recipients did not respond or what they did internally.

PART IV - THE INTERNATIONAL LABOR PATTERN

SAG-AFTRA: replica protections are not a training ban

The larger U.S. story requires an important distinction. SAG-AFTRA's public AI framework contains meaningful protections around digital replicas, consent and compensation. But protections governing a replica or synthetic performance are not automatically the same as a categorical prohibition on using covered material as training input.

The union's public explanation of the 2023 TV/Theatrical negotiations says an outright training ban was not achieved and that the guilds did not obtain express consent language regarding training in that round. The union also maintains that particular training uses may still violate contracts or other law.

That distinction matters because a headline saying "AI protections" can conceal very different underlying rights: training input, model retention, synthetic output, replica use and compensation are separate questions.

Canada: the Berlin rider question

The supplied ESN research describes a Canadian Berlin recording history involving performer objections, cameras or lights, and later rider language. It raises questions about audiovisual capture, data retention, machine-learning use and whether the arrangement was title-specific or broader.

Those questions are central to the Canada chapter. But a publication-grade conclusion requires the operative rider and underlying agreement. Without those documents reproduced and analyzed in full, this report does not state as established fact that ACTRA exchanged AI-training rights for Netflix production.

The narrower question is strong enough: what exactly did performers consent to, what rights were granted, who negotiated those rights, what compensation or work accompanied them, and what were members told?

Germany: the training-rights dispute becomes explicit

The later German dispute matters because AI-training rights are described publicly as contract language rather than merely inferred technological possibilities. German creative-worker associations have challenged Netflix assignment-of-rights language on the ground that it grants rights for AI training and processing and have objected to the absence of separate remuneration for the training grant.

By September 2026, the German voice-performer association described taking concerns to competition and data-protection authorities. Whatever the eventual legal outcome, the documentary posture is significant: organized labor groups are openly disputing contractual language they say covers AI training.

The September 30 source allegation

According to Wednesday's account, VDS president Anna-Sophia Lumpe told him during a September 30 call that Till/BFFS were not on the side of performers in this dispute, were encouraging actors to sign the Netflix arrangement, and that acceptance of AI training was connected to a substantial Netflix German film-and-television production arrangement.

Important distinction

That production-for-training connection is an attributed source allegation. The public record can independently establish the AI-training dispute and production/economic arrangements around Netflix in Germany; it does not automatically establish that one was consideration for the other.

Quebec: production stability is documented

Quebec presents a separate but potentially comparable economic context. AQTIS 514 IATSE announced a four-year Netflix term agreement in 2026 and described it as providing greater stability for members and productions, avoiding project-by-project renegotiation and helping maintain American production in Quebec.

That is a concrete production-and-labor framework. It is not, by itself, evidence that Quebec labor or government actors exchanged AI-training rights for Netflix production. The production framework and AI-rights controversies can be placed on the same chronology, but the connecting arrow must come from documents.

Why these jurisdictions belong in one investigation

The United States, Canada, Germany and Quebec illuminate the same structural tension from different directions: generative-AI development depends on rights in human creative work, while film and television production is mobile, economically valuable and heavily negotiated.

That makes overlapping AI-rights and production negotiations a legitimate subject for scrutiny. But scrutiny is not a verdict. The strongest investigation shows the similarities, identifies the communications with union leadership and government actors, and marks exactly where the documentary chain stops.

PART V - COMPARATIVE SNAPSHOT

Place	What is documented	AI / training issue	Production / economic element	What is not yet proven
U.S.	SAG-AFTRA negotiated AI protections; Feb. 4 warning email includes SAG-AFTRA leadership.	Training questions remain distinct from replica protections; no categorical training ban was achieved in 2023.	Industry-wide labor bargaining.	No AI-for-production quid pro quo is established by this record.
Canada	Berlin performer/rider questions in supplied ESN research.	Operative rider/agreement is needed to establish exact training scope.	Canadian/Quebec production ecosystem.	No production-for-training exchange is established here.
Germany	BFFS/Netflix AI deal supplied by Till; later public dispute by performer groups.	AI training is expressly at issue in the German contract dispute.	Source alleges a large Netflix German production arrangement was connected.	The alleged quid pro quo requires corroborating documents or sources.
Quebec	Four-year Netflix/AQTIS term agreement announced in 2026.	AI-training link is not established by that production announcement.	Explicit production-stability framework.	The production agreement does not itself prove an AI-rights exchange.

The key distinction

The similarities justify investigation. They do not, standing alone, prove coordination or an exchange of AI rights for jobs, subsidies, investment or productions.

PART VI - WHO WAS TOLD?

Inside Netflix - January 2024

The supplied record documents repeated internal escalation: January consumption analysis; management responses; a Content escalation; contemporaneous meeting notes; the January 22 feedback email; termination; and immediate post-termination messages directing senior leadership to the underlying threads.

Netflix Legal - January and February 2024

The written record shows outside counsel communicating with Netflix Legal shortly after termination. A later counsel letter formally alleged retaliation and demanded preservation of the Berlin records. Wednesday separately attributes oral threat language to what his first lawyer told him after speaking with Netflix; that portion remains a firsthand recollection unless independently corroborated.

German and international labor leadership - February 2026

The WhatsApp and email screenshots document contact with Till Voelger/BFFS and a German dubbing performer, followed by the February 4 email chain including FIA and SAG-AFTRA leadership. This is the clearest documentary bridge between Wednesday's earlier Netflix experience and the later international labor debate.

A second notice point - April 2026

Additional material was sent in April. That creates a second notice point rather than a single one-off warning. The record supports saying the information was sent; it does not establish how recipients evaluated or used it internally.

September 2026 - the story comes back from Germany

The September contact from Anna-Sophia Lumpe and Tim Friedlander is significant because it was initiated after Wednesday's ACTRA-related public posts. According to Wednesday, the roughly hour-long call produced new allegations about the German labor strategy and the relationship between AI-training consent and production. Those claims should be memorialized precisely and, where possible, confirmed on the record before publication.

PART VII - WHAT THE RECORD SUPPORTS

Supported by the supplied documents

Netflix conducted a substantial Berlin immersive-dubbing experiment with a traditional control and a large treatment population. The planning material identified stickiness as the primary metric and included view-hour and complaint guardrails.

Wednesday repeatedly raised consumption, methodology, casting and labor concerns in writing while the experiment was underway. Netflix managers responded with counterarguments and additional context. A Content executive separately said the information sent to him was not something he had access to and was "super helpful."

Wednesday put his account of a contentious management meeting in writing before termination. The supplied chronology places termination the following morning. Outside counsel then formally raised a wrongful-termination theory and demanded preservation of Berlin-related records.

In February 2026, Wednesday was in documented communication with German and international labor figures about Netflix AI training and proposed a specific human-performance safeguard in an email that included BFFS, FIA and SAG-AFTRA leadership. Additional information was sent in April.

Supported as later public developments

AI-training rights became an explicit subject of German performer and creative-worker disputes with Netflix. Quebec also entered a multi-year Netflix production framework. SAG-AFTRA's public AI framework distinguishes negotiated replica protections from the unresolved or separately governed question of training.

Not established by the assembled record

The record assembled here does not establish that immersive dubbing alone caused the Berlin consumption difference; that Netflix intentionally harmed the title; that Wednesday's termination was legally retaliatory; that ACTRA, BFFS, SAG-AFTRA or any government secretly coordinated a common AI strategy; or that any union or government exchanged AI-training rights for production.

Those propositions require additional documents, testimony or corroborating sources. In particular, a production-for-training quid pro quo should not be stated as fact unless the connecting agreement, negotiating record, participant admission or equivalent evidence is obtained.

THE QUESTIONS THAT REMAIN

- Exactly what rights did the Canadian Berlin rider grant, and were those rights limited to the title or capable of supporting broader model training?

- What information did FIA, BFFS and SAG-AFTRA leadership possess after the February 4, 2026 warning, and what was discussed in any subsequent meeting?
- Why did BFFS conclude that permitting AI training was the best available strategy for preserving performer work, and what production commitments were being discussed at the same time?
- What, precisely, is the basis for Anna-Sophia Lumpe's reported statement that German production and acceptance of AI training were connected?
- Were any Quebec production commitments negotiated alongside performer-data, AI-training or synthetic-performance rights? If so, where is that connection documented?
- How do the actual training, retention, replica and output rights differ across SAG-AFTRA, ACTRA and the German agreements?

The question left on the table

When a company seeks the right to train generative AI on human creative work, who can consent, what exactly is being licensed, what compensation or employment accompanies that consent, and what must workers and the public be told?

SOURCE AND PRIVACY NOTE

This report is based on materials supplied directly in the ESN research archive and on the public labor developments described in the accompanying research. Personal email addresses, phone numbers, full legal identifying information, home/address information, financial information, unrelated private messages and other unnecessary personal data are intentionally excluded from the public narrative.

“David” may appear sparingly where it naturally functions as an email sign-off or is necessary to understand a contemporaneous exchange. The ESN author identity remains Wednesday Tinasky.

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