

THESE ARE 7 PDF DOCUMENTS SHOWING A  
DISPUTE BETWEEN CLASS ACTION CLIENT

WILLIAM RICHERT AND HIS LAWYERS, INCLUDING  
NEVILLE JOHNSON AND PAUL KIESEL.

THESE ARE ONLY A FRACTION OF THE LETTERS AND  
MOTIONS AND EMAILS RELATED TO  
EXCLUDING WILLIAM RICHERT FROM THE CASE  
ALONG WITH DOCUMENTS SHOWING HIS  
REFUSAL TO LEAVE THE CLASS WITHOUT  
REPRESENTATION.

- 1.) NY TIMES ARTICLE ABOUT LAWSUIT
- 2.) PAGE 7 -- NEVILLE SETTLEMENT PROPOSAL
- 3.) PAGE 9 – WILLIAM RICHERT REJECTS  
PROPOSAL AND EXPLAINS WHY
- 4.) PAGE 13 – NEVILLE JOHNSON REJECTS CLIE  
N T'S OBJECTS AND SAYS HE'LL GO AHEAD ANY  
WAY

NY TIMES

September 19, 2005

# For Hollywood Writers, a Whiff of Unclaimed Foreign Gold

By DENNIS McDOUGAL

LOS ANGELES, Sept. 18 - Mira Nair, of the Writers Guild of America, West, has something that belongs to you. The Ms. Nair in question may or may not be the sometime screenwriter and the director of "Vanity Fair," "Monsoon Wedding" and "Mississippi Masala."

It is hard to be certain, unless she were to navigate to an index tucked out of sight behind a button marked Services on the [wga.org](http://wga.org) Web site, scroll to a bar labeled Uncollected Monies, put her name in a search box, then fill out a claims form requiring driver's license and Social Security numbers.

The same goes for writers or the estates of writers with names as famous as Tom Clancy, Ben Hecht, Preston Sturges, Vladimir Nabokov, Paul Gallico and Charles Bukowski. Inquiries through the guild's less-than-prominent search mechanism show that the union is holding money for all of them as "undeliverable funds" - a substantial part of which come from so-called foreign levies collected from countries that tax videocassette sales or rentals or use other devices to compensate copyright holders for the reuse of their work.

According to guild officials, about \$6 million had been classified as undeliverable as of April, and as much as 40 percent of an additional \$18 million then held in trust was expected to eventually fall into that category.

How that unclaimed treasure piled up at the Writers Guild - and whether the guild is doing enough to find the rightful owners, many of whom are not members - has become the latest controversy roiling a Hollywood union that in the last two years has weathered strife over its screen credits arbitration process and the resignations of two

presidents under pressure.

On Friday, the writer-director William Richert, whose credits include "A Night in the Life of Jimmy Reardon" and "The Man in the Iron Mask," filed suit against the guild in Superior Court in Los Angeles, seeking class-action status and contending, among other things, that the union had fraudulently collected and kept money intended for others.

Mr. Richert (whose name does not appear through the union's search engine as being owed anything) is represented by the lawyer Neville Johnson.

Mr. Johnson, in a case that is on appeal, earlier represented a client who accused the union of abusing its credits arbitration process, with help from Eric Hughes - who unsuccessfully ran against Daniel Petrie Jr. for the union's presidency in a government-monitored election last year. In another election, the results of which are to be announced tomorrow, Ted Elliott ("Pirates of the Caribbean") and Patric Verrone ("Futurama", "Muppets Tonight") are running to succeed Mr. Petrie, whose term is ending.

A guild officer did not respond to calls over the weekend seeking comment on the suit.

Interviewed before the suit was filed, guild representatives said that the surplus funds - which mirror a similar buildup at the Directors Guild of America, where the Web site offers no mechanism for connecting the lost with their money - simply reflected a surge in collections, matched by an unintended delay in the process for finding those due it.

"I have been doing a good job finding money," said Robert Hadl, a former MCA/ Universal general counsel who is now a consultant specializing, among other things, in foreign issues for the Writers Guild, the Directors Guild and the Screen Actors Guild. "We're just not fast enough on the other end."

Explanations like that ring hollow to Anne Sturges, widow of the director and writer Preston Sturges. After all, Mrs. Sturges, far from

missing, was invited by the guild three months ago to unveil her husband's portrait during the dedication of the Preston Sturges Lounge at union headquarters.

"I suppose they're like the I.R.S.," Mrs. Sturges said. "You move once and they never send you your refund check."

Unlike television residuals, which producers and studios have been obligated to pay since the 1950's, foreign levies stem from VCR, DVD and Internet technology. While American viewers can tape programs from their television sets free of charge, in other nations people pay taxes like one on blank videocassettes and DVD's, or assessments on cassette rentals so the copyright holders can be compensated.

It is this revenue into which the three Hollywood guilds began tapping as early as 1990, on behalf of members and also of others who had a stake in films but did not belong to the unions. Thus far, Mr. Hadl said, he had been able to extract income from a dozen nations and is negotiating with three more: Belgium, Sweden and Romania. Latvia and Lithuania may be next.

"This is a great program," he said. "They send us money, and we send nothing back."

Mr. Hughes, who remains something of a watchdog within the guild, is critical of the union's stewardship of those funds - particularly when it has collected money due to writers who have worked for the screen, but are not members and thus often have no address on file.

"What they're doing is stealing from dead people and nonmembers," Mr. Hughes said in an interview.

Charles Slocum, an assistant executive director of the union, said it was preferable to have the guild accumulate money for those who do not belong to it than to leave the money unpaid by the foreign governments.

"Actually, nonmembers are better off," he said, "because we get it and we will hold it until we find them. It will always be available for

the person it was intended for."

Mr. Slocum said the guild increased to nine employees its staff dedicated to tracking down missing writers after an advertisement appeared in the June 8 issue of *Variety* criticizing slow distribution of the foreign funds.

According to an audited statement for 2004, the combination of undeliverable funds and all foreign levies on hand exceeded \$23 million, or roughly 40 percent of the guild's assets. By comparison, the statement indicated, the union's strike fund totaled \$8.2 million.

But a sizable portion of that \$23 million was paid out the following year, according to Mr. Slocum. Earlier, the guild had begun assessing a 5 percent administrative fee on the foreign levies, in addition to using accrued interest from its trust accounts to pay for searching, and it appears to be reducing its backlog.

"Last year, \$5.6 million came in and \$7.9 million went out," Mr. Slocum said. "Our goal is to do better this year."

The Directors Guild, according to Morgan Rumpf, its director of communications and media relations, charges a 2.5 percent administrative fee on the levies, and since 1990 has distributed \$22 million of \$32 million in overall collections.

Asked how those who are owed money by the Directors Guild might know that, Mr. Rumpf said simply, "Call us."

The filmmaker Mira Nair did not respond to an e-mail message or a call to her Manhattan office regarding the appearance of someone by that name on the Writers Guild's missing-persons rolls.

And a spokeswoman for Tom Clancy, whose adaptations for the movies include "The Sum of All Fears" and "The Hunt for Red October," said Mr. Clancy's finances were a private matter and declined to comment further.

But Jon Brown, literary manager for the estate of Paul Gallico, whose work was the basis for "The Poseidon Adventure" in 1972

and a new adaptation, "Poseidon," set for release by Warner Brothers next year, said he intended to find out what his clients might be owed.

"Thank you for letting me know," Mr. Brown said. "I'm putting my assistant on this today."

And Mrs. Sturges, now that she knows that the Writers Guild is in the business of extracting foreign levies, said she planned to make a special request.

"When Fox released 'The Power and the Glory' in 1933," she said, "Preston was supposed to get a percentage of the picture's profits, but Fox said they were never able to get anything out of Latvia. I presume they're still holding on to his share. Maybe the guild can get them to release it. Wouldn't that be cool?"

[Copyright 2005 The New York Times Company](#) [Home](#) [Privacy Policy](#) [Search](#)  
[Corrections](#) [Help](#) [Contact Us](#) [Work for Us](#) [Site Map](#) [Back to Top](#)

# Johnson & Johnson LLP

*Attorneys at Law*

email: njohnson@jjllplaw.com

February 26, 2008

William Richert  
1423 Euclid Street, #2  
Santa Monica, CA 90404

Ann Jamison  
3159 Kipling Place  
Fremont, CA 94536

Pearl and Maude Retchin  
2004 Agnes Rd.  
Manhattan Beach, CA 90266

**Re: Richert et al. v. Writers Guild of America west, Inc.  
Los Angeles Superior Court Case No. BC339972**

Dear Clients:

I am writing to inform you that we have agreed to participate in a mediation with the Writers Guild of America west, Inc. ("WGA") in the pending lawsuit regarding foreign levy monies. We have agreed to a further mediation with the WGA in hopes of settling the case for the benefit of you and the entire class.

The information for the mediation are as follows:

Date: March 14, 2008  
Time: 8:00 a.m. - 4:00 p.m.  
Location: ADR Services, Inc.  
1900 Avenue of the Stars, Suite 250  
Los Angeles, CA 90067

The mediator, a neutral third-party in charge of helping us resolve this case, is Joel Grossman. He has worked with us previously on this case and has a thorough knowledge and understanding of the facts and law involved with this case. You can find out more about Mr. Grossman at his website - <http://www.grossmanmediation.com>.

The WGA will be there with its attorneys and its decision makers. Accordingly, we would like each of you to also **attend in person**. Therefore, **please contact me or Nick Kurtz** in my office to discuss arrangements for meeting at the mediation and to let me know of any questions or concerns you may have.



As a further update on the status of the case, on January 30, 2008, the Court certified the case as a class action. The Court divided the class into three subclasses - (1) those that are not now, nor have ever been, members of the WGA (represented by class representative Ann Jamison) (2) heirs or beneficiaries of members of the WGA (represented by class representative Pearl Retchin), and (3) those that are members of the WGA, including without limitation Associate members, Current members, Post-Current members, Emeritus members, and members in-arrears (represented by class representative William Richert).

As it reads now, the Court's order only applies to works not covered by any WGA Minimum Basic Agreement. However, we have petitioned the Court to clarify this or change this so that the class includes all works that have received foreign levy monies. On the other hand, the WGA has stated that it plans to appeal the Court's decision certifying a class.

Overall, we still feel that the case is strong but believe that now is the right time to seriously consider settling this case. Such a settlement would guarantee class members their money sooner and would put policies and procedures into place to ensure the proper collection and distribution of foreign levy monies going forward, while minimizing the risk of adverse rulings on an appeal or at trial. Therefore, **please contact me or Nick Kurtz** in my office to discuss, and I look forward to having you at the mediation.

Yours very truly,

JOHNSON & JOHNSON LLP



Neville D. Johnson



PLAINTIFF REQUESTS PUBLIC MEDIATION AND FULL DISCLOSURE OF SELECTION PROCESS FOR RICHERT WRITERS SUBCLASS 3

PLAINTIFF DEMANDS REVIEW OF SELECTION OF JOEL GROSSMAN AS MEDIATOR BY J&J AND WGA, TONY SEGAL ET. AL.

PLAINTIFF REQUEST THAT ALL CLASS MEMBERS BE NOTIFIED OF ANY MEDIATION BY US MAIL. NO SECRET SETTLEMENT.

PLAINTIFF REQUESTS PUBLIC REVIEW OF COURT EVIDENCE

CC JOEL GROSSMAN

March 2, 2008  
Santa Monica, CA.

Neville I got your mediation notice two days ago and since then I have been trying to figure out how to react to what I believe is a big trap. My conclusion is to address the crucial facts directly and openly, and ask you, as my lawyer and officer of the court in a case like this, to convey to the judge and the lawyers and “decision makers” at the WGA my refusal to participate in the March 14 settlement mediation with Joel Grossman for some of the following reasons:

- A.) Two or more weeks ago, when you first mentioned this mediation in a phone call, you told me that I was not yet certified as class action representative; recently Nick Kurtz told me the same thing. Now I see that I was in fact certified last Jan 30, more than one month ago.
- B.) The reason you told me I wasn't certified is because I asked once again when you would depose Patric Verrone, David Young and others whose signatures were on checks or contracts relevant to this case. You said that you would take those depositions, as you said you would do more than a year ago, quoted in THE LA WEEKLY, “**AS SOON AS I WAS CERTIFIED.**” Then your letter of Feb. 26 arrived showing neither of you told me the truth. I was already certified but didn't know it.
- C.) Instead, last Friday (this is being written Sunday afternoon, March 2, 2008), I get a letter from you announcing that I am in fact certified and announcing simultaneously that there will be a mediation to settle the entire matter of RICHERT V WGA from 8AM to 4PM, March 14, with Joel Grossman “who has worked with us previously on this case.” Has he worked with the WGA as well?
- D.) I cannot understand how you can request that I appear at a settlement mediation in the same letter you first inform me that I have been certified as a class representative and therefore have only just been granted the right to sue to begin

with. Common sense asks how there can be a final settlement mediation when since 2006 there has been virtually no investigation of the fraud, conversion, amounts, people, contracts, bank deposits, accounting authorizations, etc. relating to this case. From the records you provided, there is no accounting or audit whatsoever, even one upon which to base a second audit. There are no names of wrongdoers except those named by Teri Mial but who were never questioned. You have told me repeatedly that there is “nothing written” and yet now you propose to settle this, with a mediator who, I have been reliably informed, was one of the original singers of the so called “mystery agreements.” If so, how can such a person possibly be an unbiased mediator? Did Joel Grossman work for studios that signed foreign levy agreements with the WGA in violation of the MBA? Are you aware of this? Wouldn’t that disqualify him? When did you first meet with him?

- E.) As far as I can tell, there have only been 3 or 4 depositions altogether in the past two years. I reported to you that Teri Mial, in the hallway after her deposition, declared to me that she “hadn’t blown the whole whistle” and that “Verrone and Young are in this up to their eyeballs.” You told me and you told the LA WEEKLY that you were going to depose Patric Verrone and others. What documents and evidence did the WGA provide to convince you otherwise? It is not enough to ignore the crucial unfinished testimony of Teri Mial because you said that she said that years ago she murdered her husband.
- F.) Since you asked me to participate in this lawsuit on September 14, 2005, saying tens of millions of member’s dollars were embezzled by insiders at the WGA, I have been provided almost no actual discovery relating to the true amount or source of the thefts in the “tens of millions” you told me about more than two years ago. On the contrary, most of the lawyers arguments to the judge seem to relate to lengthy discussions about whether I paid my dues or not (not why I did not) and the guild’s relentless efforts to make sure I am not the certified class action representative. Why such effort over simple accounting mistakes? In fact, I do not believe either judge has been given all the evidence. In what little I’ve been able to read, the WGA itself is shown to be totally unclear on how much money was involved in the foreign levy fraud, or what happened to it. This lawsuit was filed and accepted by the court to uncover the facts, not to conceal them.
- G.) Now that I have been certified, it appears that the first and only thing you want to do is settle and make a deal, without further questions or investigation. You told me in our recent conversation that you were going to hire an accountant and that all the documents relating to the case would be reviewed. In the next moment you ask that I appear “in person” as part of a mediation with the WGA when all their lawyers and decision makers will appear. Is it your intention review the evidence in the case, explain the case to the class litigants and then negotiate the settlement (in discussions that cannot be made public or used again in evidence) with the WGA lawyers all within the same 9 hours?

- H.) Since the mediation process is sealed once begun, I ask that you immediately send this letter to the judge and the opposing lawyers and WGA “decision makers.” A Class Champion must not fall into a trap. You may include the following paragraph, where I describe a lunch I had with another writer, who is a known expert on the WGA, and a former U.S. Attorney. When I showed him the scope of our former litigation, and the letters showing our conflict about fees in the Marinaro case, especially how they jumped when I publicly withdrew from the WGA lawsuit, the former U.S. Attorney talked about how certain lawyers will use the client’s income from one lawsuit to fund another. He talked about how this may have happened in the RICHERT VS. WGA case, based on the money amounts and payouts concurrent with lawsuit activity, like the way I got an accounting from your office on the one case, and a settlement offer re the WGA the following day. Then I re-read some of the letters I wrote during that period, where I said that the lawsuits were “commingled.” The US attorney said that if such were the case, and there were also some secret or illegal meetings with the WGA lawyers and their mediator, it would be a “racket” under the federal racketeering act.
- I.) Racket or not, you must tell me if you spent any of my prior lawsuit money in connection with the WGA case and if you have had any meetings with the WGA lawyers or decision makers or made agreements with them that that you have not informed the class litigants about, as you agreed you would.

Since I have been lied to/misled/betrayed/ignored by you, Neville, and now I am being what I see as “set up” by you and Nick Kurtz in a situation where evidence of massive fraud can be hidden from future disclosure, a place where, as you say, “the WGA will be there with its lawyers and decision makers”, I am honor bound to release myself herewith from any previous obligations I made to you as my lawyer except those higher obligations of the Class Representative.

Because of the foregoing, I will not attend the March 14 Mediation with the WGA and their decision makers. The whole case of RICHERT V WGA seems to be based on complaint and settlement with almost nothing in between. The writers I represent as Class Champion deserve sincere and zealous representation. Based on the events of the past two and a half years, it seems you used my name and WGA history with intent to get rich quick at the expense of others, a kind of identity theft.

Please forward this letter to the judge and all relevant parties and please email me when you have done so and send me a copy. Otherwise I’ll send it myself before the close of business Monday. And please don’t call and scream at my answering machine or at me. Send me emails. I will record any future conversations.

I feel you have wasted my time, and cheated us all of precious months of due diligence, along with my civil right to pursue the correct and just outcome for the thousands you told me I represent.

RE: WILLIAM RICHERT'S CLASS CERTIFICATION

Class Representative William Richert is Certified to Represent Under Subclass 3: "Those that are members of the WGA, including without limitation: Associate members, Current Members, Post-Current members, Emeritus members, and Members-in-Arrears."

FROM OUR ORIGINAL AGREEMENT:

"A class representative always considers the interest of the class just as he or she would consider his or her own interests and in some cases must put the interests of the class before their own interests. This means that you are a Champion of the class or fiduciary litigant."

This case involves too many suffering people to be concluded in secret by a chosen few. This not a confidential communication.

Sincerely,

William Richert  
PLAINTIFF  
RICHERT VS. WGA  
LOS ANGELES SUPERIOR COURT CASE No. BC339972

email: njohnson@jjllplaw.com

Via email: fcbfilms@hotmail.com

March 5, 2008

William Richert  
1423 Euclid Street, #2  
Santa Monica, CA 90404

**Re: Richert v. Writers Guild of America**

Dear William:

We have reviewed your email of yesterday and your response to our letter to you of March 3, 2008. Your email is filled with anger towards, if not hatred, of the WGA, and is focused on *The American President*, a script you wrote some years ago, where you (and probably correctly) believe the WGA treated you unfairly.

The animus expressed in that letter and your previous missives is counterproductive to resolving this matter. Further, you have disrupted our relationship by forwarding your comments to third parties and disparaging our work. You do not listen to and take the advice of your legal counsel and have waived the attorney client privilege to some extent by communicating with third parties. Further, you bear overt hostility to certain executives at the WGA and want us to act in a way that you believe will further advance your agenda which we believe is not the agenda of this class action. This is damaging to the class action and does not make you an adequate representative. In short, you are attempting to utilize this lawsuit for improper purposes, including to take action against certain individuals who are employed by the WGA. You are free to communicate with the United States government about any wrongful conduct you believe the WGA has committed, however, we are not prosecuting a criminal action.

For these reasons, and after consultation with learned, respected and experienced class counsel, we have come to the conclusion that you do not adequately represent the class. Therefore, you are free to opt out of the class, or object to any settlement, should one be reached, but we cannot represent you any further in this matter as a class representative and will so advise the Court.

Our intention is that the mediation will continue pursuant to the wishes of the other members of the class.

Yours very truly,

JOHNSON & JOHNSON LLP

Neville L. Johnson

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Neville L. Johnson (SBN 66329) 439 N. Canon Drive, Suite 200 Beverly Hills, CA 90210		FOR COURT USE ONLY
TELEPHONE NO: 310-975-1080      FAX NO: 310-975-1095	ATTORNEY FOR (Name) Plaintiffs and Plaintiff Class	
NAME OF COURT: Los Angeles Superior Court	STREET ADDRESS: 600 S. Commonwealth Ave.	
MILING ADDRESS:	CITY AND ZIP CODE: Los Angeles 90005	
BRANCH NAME: Central Civil West		
CASE NAME: Richert et al. v. Writers Guild of America west, Inc.	CASE NUMBER: BC339972	
<b>DECLARATION IN SUPPORT OF ATTORNEY'S MOTION TO BE RELIEVED AS COUNSEL—CIVIL</b>		HEARING DATE: June 24, 2008
		DEPT.: 311      TIME: 1:30 p.m.
		BEFORE HON.: Carl J. West
		DATE ACTION FILED: Sept. 16, 2005
		TRIAL DATE: None

1. **Attorney and Represented Party.** Attorney (name): Neville L. Johnson, Johnson & Johnson, LLP is presently counsel of record for (name of party): William Richert in the above-captioned action or proceeding.
2. **Reasons for Motion.** Attorney makes this motion to be relieved as counsel under Code of Civil Procedure section 284(2) instead of filing a consent under section 284(1) for the following reasons (describe):
  1. The client, William Richert, has failed to maintain the confidentiality of the communications with me and my firm.
  2. Additionally, Mr. Richert has refused to follow my advice and the advice of my colleagues, his counsel.

Continued on Attachment 2.

3. **Service**

a. Attorney has

(1)  personally served the client with copies of the motion papers filed with this declaration. A copy of the proof of service will be filed with the court at least 5 days before the hearing.

(2)  served the client by mail at the client's last known address with copies of the motion papers served with this declaration.

b. If the client has been served by mail at the client's last known address, attorney has

(1)  confirmed within the past 30 days that the address is current

(a)  by mail, return receipt requested.

(b)  by telephone.

(c)  by conversation.

(d)  by other means (specify):

e-mail on May 23, 2008

(Continued on reverse)



## TRANSPARENCY

From: **william richert** (fcbfilms@hotmail.com)  
Sent: Thu 3/20/08 11:41 PM  
To: Neville JOHNSON (njohnson@jrllp.com); Nicholas A. Kurtz (nkurtz@jrllp.com)  
Cc: Eric Hughes (charliemonkey1@aol.com); Ron Parker (rpk650@aol.com); Kyle Morris (

Dear Neville,

I continue to object/protest any mediation involving Joel Grossman and again I request all court documents relating to my case RICHERT V. WGA et. al. including all letters and email exchanges between you and Mr. Grossman. I am seeking legal advice and representation for my class even as I enter a medical facility for a standard but important medical procedure, which will keep me unable to conduct business for two weeks. I ask that no action be taken on my behalf with Judge West or the court until I am back at work or until a new lawyer is engaged.

Sincerely,

William Richert  
cc class

Via U.S. Mail and email

TO: HONORABLE CARL J. WEST  
LA SUPERIOR COURT

FR: WILLIAM RICHERT  
LEAD PLAINTIFF  
WILLIAM RICHERT V. WGA west, Inc.  
Los Angeles Superior Court Case No. BC339972

April 11, 2008  
Santa Monica, California

RESPONSE TO NEVILLE JOHNSON'S ATTEMPT TO REMOVE ME  
AS LEAD PLAINTIFF

RE: OBJECTION TO MEDIATOR

RE: PLAINTIFF SEEKS ASSISTANCE FROM THE COURT

RE: 'IN PRO SE'

Dear Judge West,

By now you should have received a letter sent by Neville Johnson on April 3, saying I was removed as class representative for Subclass 3 in my lawsuit, RICHERT V. WGA west, Inc.

I am writing to ask that you deny his request, and to explain my objection to such a removal.

CURRENT BRIEF HISTORY:

At the end of February, 2008, Neville Johnson, my lawyer, sent me a notice asking me to attend a mediation in the class action lawsuit Richert v. WGA west , which was first filed in September, 2005.

The attorney chosen to be in charge of the mediation was identified as Joel M. Grossman. Based on written allegations and signed documents from a fellow screenwriter, Eric Hughes, I had strong evidence to believe Mr. Grossman was not an unbiased counselor, but a possible participant in a scheme to defraud thousands of writers and their heirs, whose signature appears on a document from 1990, a secret contract between the Hollywood unions and studios which is key to the entire lawsuit.

Because of my doubts and reservations, I refused to attend the mediation, scheduled for March 14, less than one month ago.

I have reasons to be skeptical.

For two years and more there was very little activity in the case as Johnson sought certification for the classes and the case was removed from the court of Judge Morrow to your bench, with Judge Morrow's admonition that the WGA had no right to take the members money.

Some depositions were taken, but they left far more questions to ask. Don Gor, the WGA chief financial officer, was caught lying again and again about even small details relating to the case. Another witness, Teri Mial, fired as a whistle blower, told me that the WGA officials at the top were guilty up to their eyebrows – but when I told Mr. Johnson about these discrepancies, he told me to wait until I was certified; then he would depose WGA President Patric Verroe and David Young, Executive Director of the WGA, whose signatures appear on some of the documents and missing checks.

But none of the follow up investigation, clearly called for when reviewing the depositions, actually occurred.

Then, after more than two years of almost no activity while Neville Johnson and the WGA lawyers fought in court about certification of members, a letter arrives on February 26, announcing I was certified for Subclass 3 and announcing at the same time a mediation to take place in less than ten working days.

It astonishes me still that in the same letter announcing that I was finally certified for Subclass 3, which happens to include just about every current and past WGA member of the past several decades, Mr. Johnson proposes a

meeting I “must attend in person” with mediator Joel M. Grossman ten days later.

I soon discovered that Mr. Grossman is one of the original signers of the deal that gave the studios almost all the money the WGA, SAG and DGA members were entitled to, creating a scam that has profited persons-to-be-discovered for the past 18 years – a very large amount of cash indeed, and none of it going to the IRS.

And the mediation was to take place in secret, with WGA bigwigs “flying in from the coast.” I was to attend along with two other elderly women, just 3 seniors representing so many thousands, soon to be spoken for by Neville Johnson behind closed doors.

This was nothing like the outcome or endeavor promised me when Neville Johnson telephoned me and asked if I would participate in this case.

It is nothing like the outcome the thousands represented by Subclass 3 deserve. It is, however, yet more evidence that my lawyer, Mr. Johnson, has not been doing the right thing for the class of writers he says he is fighting for.

Upon receipt of his February 26 letter, I protested to Mr. Johnson and Mr. Grossman.

Mr. Johnson sent me emails saying they would continue the mediation in spite of my concerns.

Then, on April 3, 2008, I received an email from Mr. Johnson – with a copy to you, Honorable Carl J. West -- stating that “you have refused to participate in a meaningful way in attempting to resolve this litigation, engage in any meaningful discussions regarding your role as class representative, and made it clear you have an agenda which is not in conformity with the class goals.”

Mr. Johnson continues, saying “you have given us no other choice but to continue the litigation without you as a class representative.”

Your Honor, I have given Mr. Johnson many choices over the past two and a half years, and one of them actually did include quitting the case; but I re-

considered when Mr. Johnson said that for me to withdraw could harm the class, while promising in emails that going forward the entire lawsuit would be completely transparent; a promise broken.

In fact, as the only Plaintiff listed in my Subchapter 3 Class, I have been given almost nothing regarding the litigation and the meetings and the motions in court since 2006.

During this period I have expressed myself as best I could to Mr. Johnson that the evidence being presented in court by the WGA was not all of the evidence.

Mr. Johnson seems to ignore my efforts as class rep by suggesting my real fight was personal and filled with “hatred” towards the WGA regarding their credit arbitration on THE AMERICAN PRESIDENT. But, while important in other ways, this allegation is only a diversion to separate me from my class, a way to compound one injustice by creating another.

In fact, Mr. Johnson and I were both informed and shown documents by noted screenwriter Eric Hughes (AGAINST ALL ODDS) pre-dating and conflicting with what was presented by the WGA attorneys in your court and also in the court of Judge Morrow. But so far, that evidence appears missing from documents provided by lawyers from either side, and lawyers from both sides are cognizant of this, and seem to think this is okay. It is not.

I have repeatedly asked that Mr. Johnson follow the leads in the few depositions actually taken to reveal publicly the names of the perpetrators of the fraud in the WGA as described in the first complaint. But in the past two years Mr. Johnson responded only by saying I wasn't certified and didn't yet have the legal right to sue.

Now I will declare here that I am not expert enough to comprehend the full extent of this monster fraud, which, according to Eric Hughes, who is a WGA expert investigator and witness, involves hundreds of millions of dollars originally intended for writers and other artists from a special “foreign levy” tax. NY TIMES reporter Sharon Waxman estimates the SAG monies alone at hundreds of millions. But where this money is or how it was spent is only one part of the mystery to be solved in your courtroom.

This was and is no minor league rip off, but a conspiracy to defraud tens of thousands internationally, a financial scheme that really worked, lasting a generation or more, involving complicity between studio bosses and union leaders the whole world thought were enemies, coming together to sign agreements abrogating the rights of writers everywhere, whether union members or not.

Recently, along with the publication of Mr. Hughes screenrights.net, the internet has come alive with different aspects of this case.

For example, Mr. Hughes met with staff of Senator Feinstein, who initially offered to look into the matter, but they stall; then later on Mr. Hughes discovers that one of the “masterminds” of the fraud, Bob Hadl, is a major contributor to the Senator’s campaign success. Mr. Hadl, I am told, appeared in your courtroom for the WGA without disclosing that he has worked for both sides of the issue for many years and in fact had his own signature on documents that were concealed by all sides.

Thus there are complex and competing forces, along with active investigations by the Department of Justice and the IRS, both with an interest in this case but without direct access to your bench, having been thwarted as I have been stonewalled by the very lawyers hired to represent the interests of all.

Hence this open letter to the court, because, paraphrasing the famous remark, that is “where the justice is.”

And it is in the court, not the lawyer’s offices, where I believe all of the charges of fraud and conversion are best addressed now that the classes have been certified.

By writing and sending this letter, I figure I am presently representing the interests of my class without an attorney. I am aware that it is always precarious to be your own lawyer. The fact is, I don’t have the funds for a lawyer at present, at least the sort equal to this situation. At the same time, I do not feel I would be doing the right thing as lead Plaintiff and “Class Champion” should I remain silent just because I am not expert in litigation.

I understand that California and other states have begun programs to help litigants who find it necessary to represent themselves “in pro se.” Thus I

am hoping that you can guide me to the correct path forward, and that you will question or even suspend whatever outcome from Mr. Johnson's request to exclude me as Class Representative of Subclass 3. I ask that you hold off deciding on any mediation involving Joel M. Grossman that is presented to you until you have an opportunity to review the true facts in the case.

At stake are the hopes and livelihoods of hundreds of thousands of union members who deserve to know, as soon as possible, who at WGA, DGA, and SAG is truly representing their best interests, and who is out and out stealing from them, including their own union lawyers, lying in the courtroom, with only the remarkable appearance of certain documents to reveal their decades-old plot.

I also find it stunning that Messers. Johnson, Segal, Leheny, Kurt, Hadl and others can make a deal with a "class" meant to include thousands and thousands of WGA members and their heirs on the basis of just 2 individuals: two senior citizen ladies who are heirs of WGA writers and in need of the money intended for them. Then there's me, who Neville Johnson says is no longer on the case. That adds up to 2 fragile ladies and a million dollar bi-Coastal legal team to divide and conquer them.

If it is true, and I think it is, that I represent so many victims in Subclass 3, and that my role is to fight against all odds to achieve justice in the case for the class as a whole, it becomes crucial and important to reach them in time.

The aging population of WGA members and their families should have to wait no longer for justice or for money due.

It is time to open all the windows on the events occurring right now in this case before your bench, and so I plead for the right to speak to you directly, as I have done above.

A man who answered the phone in your office suggested I send this letter to his desk by email. He says you may not get to see this, and since it relates to my class I think it is my urgent duty to immediately inform the writers in Subclass 3 about what is going on with their case. As the Class Champion I shall make every effort to notify each and every one of them about the contents of this letter and the letter itself.



Thanks for your kind attention. You can reach me at any time at 310.394.4641 or on the internet at [williamrichert@williamrichert.com](mailto:williamrichert@williamrichert.com). Or at 1223 Broadway, #101, Santa Monica Ca. 90404.

Sincerely,

William Richert  
PLAINTIFF, WILLIAM RICHERT V. WGA west, Inc.  
LA SUPERIOR COURT CASE No. BC339972  
Cc Class Subchapter 3