

**BOOK OF LIES,
FACTS AND DOCUMENTS RELATING TO WGA, SAG, DGA FOREIGN LEVY
SETTLEMENTS**

PRODUCED FOR COURT-ORDERED MEDIATION APRIL, 2009

**LEAD PLAINTIFF'S
EXHIBITS FOR MOTION TO
DISMISS**

**LEAD PLAINTIFF'S
EXHIBITS IN SUPPORT OF
CLASS
REPRESENTATIVE'S
DEMAND FOR ZEALOUS
REPRESENTATION
CONCURRENT WITH
LETTER OF NICK KURTZ
TO HONORABLE JUDGE
HIGHBERGER**

2-4 - introduction

5 - the first "accounting," very different from later accountings...

7 - an unusual letter from a whistleblower's lawyer to the Union Outside Counsel, Tony Segall, stating reasons whistle blower could sue union, and crimes committed.

13 - Excerpts from deposition of Teri Mial, whistle-blower

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25 - WGA-DGA-MAJOR STUDIO outside-rule-books contract, signed in secret, never given by lawyers to ANY Judge.

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85 - FALSE OATH OF WGA CFO

93 - certify non-writers as William Richert won't sign settlement

98 - Neville Johnson caught lying

100- Attempt to remove William Richert from case.

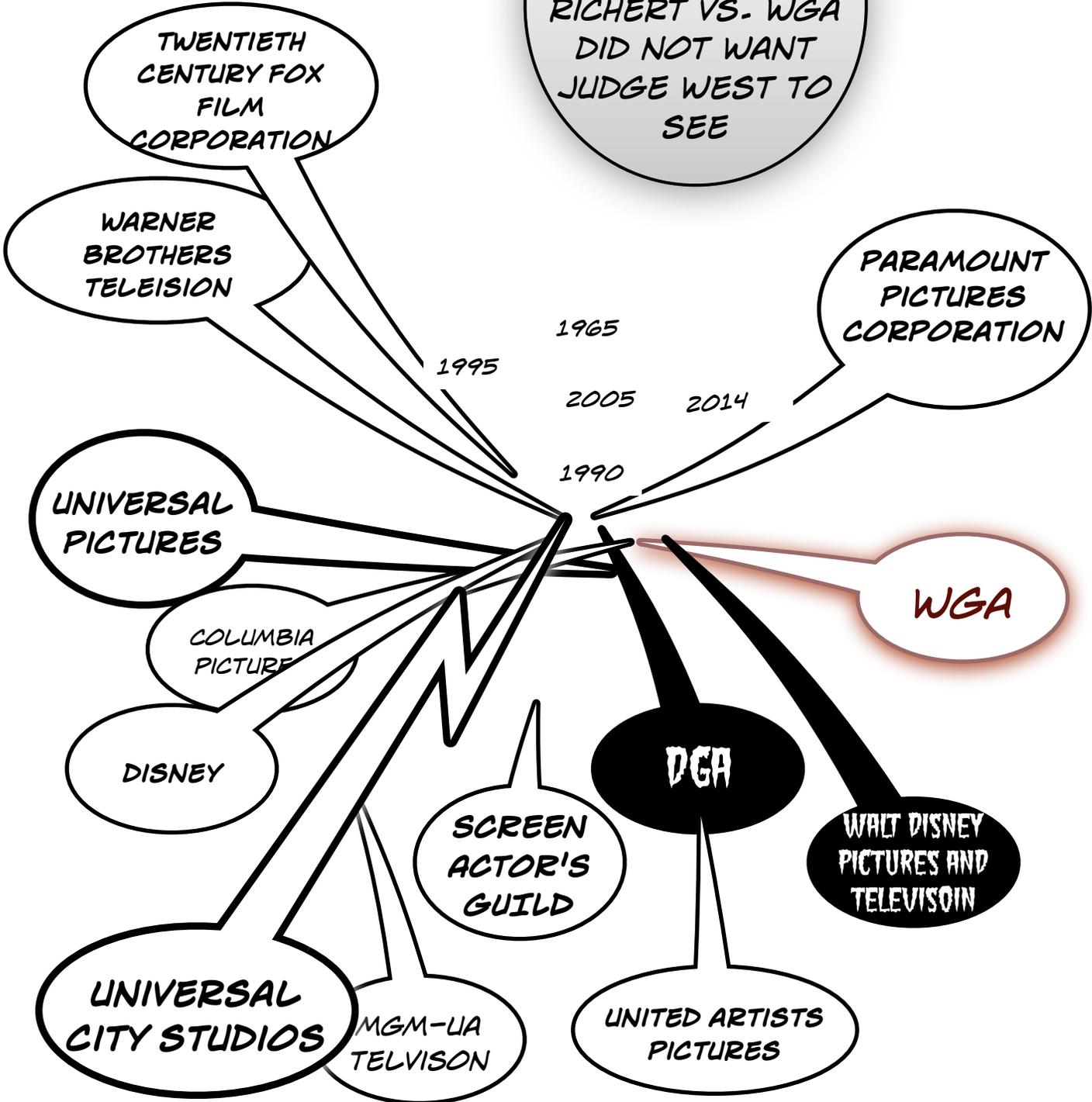
THE EXHIBITS CONTAINED HEREIN WERE OBTAINED DURING THE COURSE OF THE LAWSUIT RICHERT VS. WGA AND WERE NOT GIVEN IN EVIDENCE IN COURT.

I HAVE SIGNED A CONTRACT AS 'CLASS CHAMPION' TO PROTECT THE INTERESTS OF MY CLASS -- IN THIS CASE AMERICAN WRITERS -- EVEN BEYOND MY OWN PERSONAL INTERESTS.

IT IS NOT MY INTENTION TO ACCOMPLISH ANYTHING BEYOND A JUST AND FAIR RESOLUTION TO THIS LONG LITIGATION.

THIS L.A. CASE HAS DIRECT BEARING ON WHETHER ALL AMERICAN WRITERS WILL BECOME DE-FACTO UNION MEMBERS OR NOT WHEN THEIR WORKS ARE SOLD OVERSEAS, AND WHETHER AMERICAN WRITERS WILL HAVE ANY FUTURE CONTROL OVER THEIR OWN COPYRIGHTS, WHICH STUDIOS AND UNIONS PRESENTLY OWN AND CONTROL TO THE TUNE OF 92.5%. (Writers in New York and Vermont have interests at stake here too. -WR)

WHAT THE
LAWYERS ON
BOTH SIDES IN
RICHERT VS. WGA
DID NOT WANT
JUDGE WEST TO
SEE



1.8 billions (or more) in royalties never paid to the artists...or the IRS, either.

EXHIBIT A: THE ACCOUNTING

**Writers Guild of America, West, Inc.
Foreign Levies Collected & Investment Income (Net)
From FY 1992 through FY 2007**

Fiscal Year <i>Note A</i>	Foreign Levies Collected	Investment Income (Net) <i>Note B</i>
FY 1992	\$1,256,642	\$24,947
FY 1993	1,952,035	60,903
FY 1994	2,856,171	119,289
FY 1995	1,087,362	67,848
FY 1996	707,560	310,347
FY 1997	2,132,261	367,436
FY 1998	1,084,169	507,948
FY 1999	4,591,672	491,730
FY 2000	2,134,338	493,242
FY 2001	3,562,573	824,417
FY 2002	2,485,585	376,352
FY 2003	3,944,723	495,443
FY 2004	6,791,623	337,844
FY 2005	5,553,855	281,951
FY 2006	6,553,679	698,819
FY 2007	10,721,258	1,194,883
Total	\$57,415,506	\$6,653,399

*--FIGURES DO NOT
INCLUDE THE 92.5%
THE WGA GAVE TO THE
MAJOR STUDIOS*

Note A *Fiscal Year starts at April 1 and ends at March 31.*

Note B *Investment income includes interest, dividends and capital gains income net of realized gains/losses on sales of investments, net appreciation/depreciation in market value, and bank fees.*

* This is the only accounting the WGA has provided in four years of litigation. The lawsuit RICHERT VS. WGA filed in September, 2005.

The 57 million represents only 7.5 per cent of the actual amount of European royalties paid out to American writers, union and non union, during the past 18 years.

As will be seen, without consulting the membership and in abrogation of the collective bargaining agreement, the WGA gave 92.5 percent of the money due writers to the studios in a secret deal in 1990. The actual amount owed to the writers is closer then to 600 million. At least 18 percent of that belonged to writers who had nothing to do with the unions or "work for hire" at the studios.

The Screen Actors Guild has not yet provided a similar accounting, although with ten times as many members, many earning much more than writers, the amount unpaid to SAG numbers could reach into the billions.

The Writers Guild claims it has yet to pay out 23 million, or almost half the funds taken in. A witness has said that much of this money was embezzled or hidden.

Lead Plaintiff William Richert has asked that a complete accounting be enacted before a settlement is concluded that proposes to legitimize the entire scheme.

Exhibit B: A letter from a whistle blower's lawyer asking for what appears to be a payout for her silence, and the response from the union's Chief Attorney Anthony Segall.

Neville Johnson would not continue his deposition of whistle blower Teri Mial to the conclusion it cries out for.

October 17, 2006

Via Facsimile (626) 577-0124 and U.S. Mail

Evid. Code § 1152

Anthony R. Segall, Esq.
Rothner, Segall & Greenstone
510 South Marengo Avenue
Pasadena, CA 91101-3115

Re: Teri Mial v. Writers Guild of America west

Dear Tony:

Thank you for your September 29, 2006 correspondence, which we respond to herein.

We understand Ms. Mial has the right to inspect her personnel file. However, in our September 25, 2006 letter, we requested a copy of her personnel file, and any other file maintained on her, so that we may accurately understand the facts and circumstances leading to the termination choices given to Ms. Mial. If there is any cost associated with copying of these files, we will certainly reimburse the Guild for those costs. We would appreciate receiving a copy of Ms. Mial's files in the next week.

We have carefully reviewed the facts and circumstances leading to Ms. Mial's termination choices. It is our conclusion that the purported threat is a mere pretext for retaliating against Ms. Mial because she provided testimony to Department of Labor (DOL) investigators, and because she questioned the legality of the Guild's conduct with respect to foreign levies. This conclusion is based on the following non-exhaustive facts:

- The timing of Ms. Mial's termination relative to her testimony to DOL (one month);

- The June 6, 2006 *Daily Variety* article indicating that such testimony had taken place (which resulted in numerous inquiries to the Guild demanding an accounting of foreign levies);
- The identification of writers that fell within Ms. Mial's department at WGAw in the June 6, 2006 *Daily Variety* article;
- Ms. Mial's knowledge of the fraud being committed in the Trusts Estates department of the Guild;
- The identification of Ms. Mial as a potential witness in the *Reichert v. WGAw* litigation;
- Ms. Mial's statements to Beth Paolozzi that she was connected to the DOL investigation, and that lots of people are in trouble;
- The fact that Ms. Mial's alleged June 30, 2006 threat to Ms. Paolozzi was made in the context of telling her about the DOL investigation;
- The fact that the alleged threat was a commonly used rhetorical expression previously used by Ms. Mial without consequence or discipline;
- Ms. Paolozzi's statement to the Guild that Ms. Mial said she had given testimony to DOL;
- Ms. Mial's June 30, 2006 voicemail to Lesley Mackey McCambridge, left before work hours, that the deception to writers had to be resolved;
- Ms. Mial's July 5, 2006 telephone call with Maureen Oxley wherein Ms. Mial expressed her frustration with the six-month review (something that had never happened before) and the non-payment of residuals;

- Ellen Greenstone's refusal to listen to Ms. Mial explain her statements to DOL and the circumstances surrounding the alleged threat;
- Ms. Mial's subsequent telephone call to Ms. Oxley wherein she explained what happened at the July 6 meeting, and Ms. Oxley responded, "Teri, I am not in this one and I wish you the best of luck";
- Ms. McCambridge's statement to Ms. Mial during a telephone call with Mary Casey that Ms. Mial had performance issues, but they didn't need to discuss that because another matter had come up; and
- Ms. Mial's relatively long tenure with the Guild and positive work performance.

These facts paint a compelling picture of retaliation against Ms. Mial. Her claims are substantial and have the potential to result in significant damages. They also include statutory attorneys' fees. Please tender this letter to WGAW's insurance carriers.

We intend to promptly file suit on Ms. Mial's behalf. If the Guild is interested in mediating before substantial additional costs are incurred by either or our firms, we would certainly be willing to discuss the matter. If not, we continue to move forward with litigation.

We look forward to hearing from you promptly. Thank you for your continuing professional courtesy and cooperation.

Very truly yours,

KESLUK & SILVERSTEIN, P.C.

Douglas N. Silverstein
DNS/sd

Oct-19-06

08:19am

From-Rothner Segall & Greenstone Attorneys

626-577-0124

T-507

P.002/002

F-869

ROTHNER, SEGALL & GREENSTONE

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October 19, 2006

VIA FACSIMILE AND U.S. MAILDouglas N. Silverstein
Kesluk & Silverstein
9255 Sunset Blvd., Suite 411
Los Angeles, CA 90069Re: Teri Mial

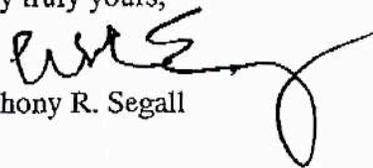
Dear Doug:

I am in receipt of your letter to me dated October 17, 2006.

Your letter refers to "Ms. Mial's knowledge of the fraud committed in the Trust Estates department of the Guild." This statement represents the first time that Ms. Mial, either directly or through a representative, has brought this allegation to the attention of the Guild. (Your statement that Ellen Greenstone refused to listen to Ms. Mial's statement is simply incorrect. At several points during the interview, Ms. Greenstone invited her to provide any additional information she wanted the Guild to consider. Ms. Mial declined the invitation.)

The Guild takes the fraud allegation seriously and intends to investigate it. Accordingly, we are instructing Ms. Mial to come to the Guild to submit to an interview directed to the substance of this allegation. We will, of course, compensate Ms. Mial at her regular rate for the entire day of the interview. We would prefer to conduct the interview during normal working hours but will work to accommodate any scheduling needs she may have. Please advise me of her availability during the weeks beginning October 23 and 30.

Very truly yours,


Anthony R. Segall

ARS:ch

"Fraud", said the whistle blower before the pay off from the Writer's Guild -- then silence, except for her threats to the lead plaintiff.

Nine year employee Teri Mial was paid "in the mid six figures" for her information, even though the union has yet to pay the writers the royalties they are due.

She was among the total of 3 persons deposed during the four years of this litigation, but the significant issues of fraud she raised were never pursued by the Class Action lawyers.

They prefer to settle and

A00A81D
TERRI MIAL DECEMBER 7, 2006

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 WESTERN DIVISION
4
5 WILLIAM RICHERT, an individual; PEARL)
6 RETCHIN, an individual; ANN JAMISON,)
7 an individual; and on behalf of those))
8 similarly situated,)
9 Plaintiffs,)
10 vs.) CV 05-8257 MMM(PJWx)
11 WRITERS GUILD OF AMERICA WEST, INC.;)
12 AND DOES 1 THROUGH 20, INCLUSIVE,)
13 Defendants.)
14 -----
15 DEPOSITION OF
16 TERRI MIAL
17 BEVERLY HILLS, CALIFORNIA
18 DECEMBER 7, 2006
19
20
21 ATKINSON-BAKER, INC.
22 COURT REPORTERS
23 500 North Brand Boulevard, Third Floor
24 Glendale, California 91203
25 (818) 551-7300
26 REPORTED BY: RUBEN GARCIA, CSR NO. 11305
27 FILE NO.: A00A81D

A00A81D
TERRI MIAL DECEMBER 7, 2006

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 WESTERN DIVISION
4
5 WILLIAM RICHERT, an individual; PEARL)
6 RETCHIN, an individual; ANN JAMISON,)
7 an individual; and on behalf of those)
8 similarly situated,)
9 Plaintiffs,)
10 vs.) CV 05-8257 MMM(PJWx)
11 WRITERS GUILD OF AMERICA WEST, INC.;)
12 AND DOES 1 THROUGH 20, INCLUSIVE,)
13 Defendants.)
14
15
16 Deposition of TERRI MIAL, taken on behalf of
17 the Plaintiffs, at 439 North Canon Drive, Suite 200,
18 Beverly Hills, California, commencing at 11:10 a.m.,
19 Thursday, December 7, 2006, before Ruben Garcia, CSR
20 No. 11305.
21
22
23
24
25

I N D E X

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16	QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER:	
17	(NONE)	
18		
19	INFORMATION TO BE SUPPLIED:	
20	(NONE)	
21		
22		
23		
24		
25		

1 A P P E A R A N C E S
2
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12 LAW OFFICES OF KESLUK & SILVERSTEIN
13 BY: DOUGLAS N. SILVERSTEIN
14 9255 Sunset Boulevard
15 Suite 411
16 Los Angeles, California 90069
17 (310) 273-3180
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19 FOR DEFENDANT WRITERS GUILD OF AMERICA:
20 ROTHNER, SEGALL & GREENSTONE
21 BY: EMMA LEHENY
22 510 South Marengo Avenue
23 Pasadena, California 91101
24 (626) 796-7555
25
26 ALSO PRESENT:
27 LESLEY MACKAY McCAMBRIDGE
28 WILLIAM RICHERT

1 BEVERLY HILLS, CALIFORNIA, THURSDAY, DECEMBER 7, 2006
2 11:10 A.M.
3
4
5 TERRI MIAL,
6 having been first duly sworn, was
7 examined and testified as follows:
8
9 MR. JOHNSON: I guess we should identify everyone in
10 the room. Counsel?
11 MR. SILVERSTEIN: Doug Silverstein of Kesluk and
12 Silverstein on behalf of deponent, Terri Mial.
13 MR. JOHNSON: And we have William Richert, who is the
14 plaintiff in this case and --
15 MS. McCAMBRIDGE: Lesley Mackay McCambridge, senior
16 director of credits and creative rights at the Writers
17 Guild of America West.
18 MS. LEHENY: Emma Leheny on behalf of the Writers
19 Guild.
20
21 EXAMINATION
22 BY MR. JOHNSON:
23 Q Ms. -- how do you say your last name?
24 A Mial.
25 Q What is your legal name, please?

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TERRI MIAL DECEMBER 7, 2006

1 **Q Are those the primary complaints or are there**
2 **any others, or concerns?**
3 A I did at one time complain that I was being
4 supervised -- this was prior to Ms. Mackay McCambridge --
5 that I was being supervised by someone that had no
6 knowledge of estates trust or anything of the like.
7 **Q And who was that person that had no knowledge?**
8 A Nancy Forbes.
9 **Q To whom did you complain?**
10 A To Mary Devlin, who was then the acting director
11 of residuals.
12 **Q When did you complain about this particular**
13 **concern relating to supervision?**
14 A I'm sorry. I can't give you the exact year. It
15 was many years ago. I'm sorry. I can't give you the
16 exact year.
17 **Q Let's go back to the first concern. You said**
18 **living and deceased writers were not being paid. When did**
19 **you express that concern and to whom?**
20 MS. LEHENY: Objection. I think that
21 mischaracterizes her testimony. I thought she said living
22 and deceased beneficiaries.
23 THE WITNESS: No, I did not. I said living and
24 deceased writers and their beneficiaries.
25 MS. LEHENY: Thank you.

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1 A I'm sorry. Their titles. Mary Casey is now the
2 human resources manager. At that time she was not. I
3 don't remember what her title was. She was more or less
4 an assistant. I don't remember Melinda's title. But Zara
5 was the director of human resources.
6 **Q When you expressed your concerns to supervisors**
7 **and people in human resources, did you ever do it in**
8 **writing? Did you document it?**
9 A E-mails. That's about it.
10 **Q E-mails?**
11 A Uh-huh.
12 **Q That's a "yes"; correct?**
13 A Yes, e-mails.
14 **Q You have to answer audibly. Have you ever been**
15 **deposed before?**
16 A Yes.
17 **Q How many times?**
18 A Once.
19 **Q What was that in connection with?**
20 A It was in connection with a lawsuit, Gary
21 Coleman versus his parents.
22 **Q Why were you a witness in that? What did you**
23 **have knowledge of?**
24 A Gary was like a son to me, and I was at one
25 point in time his manager.

Page 12

1 BY MR. JOHNSON:
2 **Q To whom did you complain and when, about this?**
3 A I voiced my concern the second day I was on the
4 job.
5 **Q To whom did you voice the concern?**
6 A To the then-acting director, Gene Brown.
7 **Q Is that G-e-n-e?**
8 A I do believe so.
9 **Q And that person is a male?**
10 A Yes.
11 **Q Did you ever voice concerns subsequently about**
12 **this issue?**
13 A I guess you could say I was a chronic voice of
14 concern.
15 **Q To your supervisors?**
16 A And to human resources.
17 **Q And who at human resources would you voice the**
18 **concern?**
19 A That was years ago. Melinda Roberts, Mary
20 Casey, and Zara Taylor.
21 **Q And what were their positions at human**
22 **resources, or in human resources?**
23 A Very empathetic and sympathetic.
24 **Q Were they the directors? What were their**
25 **titles?**

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1 **Q How many e-mails would you say expressed**
2 **concerns about the payment or non-payment of moneys that**
3 **were due?**
4 A I can't tell you. I don't know.
5 **Q Can you give me an estimate?**
6 A A few. A few over periods of time.
7 **Q What were the specific concerns you had about**
8 **the -- what moneys are we talking about that were not**
9 **being paid and what were the concerns? Give me the actual**
10 **problem itself.**
11 A There were moneys that had been sitting in files
12 long before I took the position. Hundreds of thousands of
13 dollars sitting in files that basically had become stale
14 dated. Some had -- many of them had escheated to the
15 State of California, which causes problems. And my basic
16 concern was just why did this happen?
17 **Q What were the nature of the moneys?**
18 A The nature of the moneys were moneys due to
19 writers that had been contracted by the studios and they
20 were also foreign levies.
21 **Q So residuals and foreign levies?**
22 A Yes.
23 **Q Give me an idea of the magnitude -- first of**
24 **all, did you ever have to deal with estates of people who**
25 **were never members of the union but who might otherwise be**

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A00A81D
TERRI MIAL DECEMBER 7, 2006

1 **Q What did you do with those checks?**
2 A Left them in the file. What else could I do
3 with them?
4 **Q Where were they kept, the actual checks**
5 **themselves?**
6 A In the files.
7 **Q Are we talking filing cabinets there?**
8 A No -- well, actually the estates trust files had
9 their own location. And then there was -- I'm sorry. I
10 don't know if I mentioned it. I was also in charge of at
11 that time what's called "Cannot locate." They're now
12 called "Undeliverables." There was moneys in those files
13 as well.
14 **Q Can you give me an estimate as to how many files**
15 **there were that had these checks that were not being**
16 **processed?**
17 A Between the deceased and cannot locates, I would
18 say maybe a thousand.
19 **Q And how many of those would you say were files**
20 **of people who had never been members of the Writers Guild?**
21 A I would say very few, if any.
22 **Q Dozens? Would that be fair?**
23 A No. For non-members?
24 **Q Right.**
25 A No.

Page 18

1 A You request wills, trusts, probate orders,
2 anything involving the nature of the estate.
3 **Q So if you got some sort of legitimate evidence**
4 **that it was a rightful heir, then you would pay it out.**
5 **Is that how you did it?**
6 A It wasn't only that. We had a
7 declaration/affidavit. Many writers did not leave
8 wills nor have their estates probated. So the
9 declaration/affidavit basically was the determining factor
10 that they were signing under the penalty of perjury that
11 they were the rightful heir of the estate.
12 **Q How, if at all, did you interface with those who**
13 **were responsible for collecting and paying out foreign**
14 **levies?**
15 A Would you repeat the question?
16 **Q How, if at all, did you interface with those who**
17 **were responsible for paying out foreign levies?**
18 A For those that were responsible for paying?
19 **Q Yes. Let's just go there now. Who did you**
20 **understand was in charge of the foreign levies department**
21 **at the WGA?**
22 A For most of the years, when I first started
23 there was Michael Grant.
24 **Q Spell his last name, please.**
25 A Grant, G-r-a-n-t. He reported directly to Gene

Page 20

1 **Q Less than a dozen?**
2 A Yes.
3 **Q How far back did some of the files go?**
4 A Fifty years.
5 **Q Was the predominant problem that you simply did**
6 **not have the manpower -- in other words, were there any**
7 **other problems besides not having the manpower in paying**
8 **out these people, or was that pretty much exclusively the**
9 **issue?**
10 A Another issue was, fortunately I had legal
11 knowledge, but I was not trained at all. I was just
12 ushered to my seat and said, "Go for it" -- and told "Go
13 for it." So it was a learning process as well.
14 **Q How about in determining who was a rightful or**
15 **legitimate heir. Were you given instructions one way or**
16 **the other?**
17 A No. I happened to, as I said, legally I was
18 able to basically do all that by myself.
19 **Q And when you did it, did you develop some**
20 **procedure for who would get the money? For example,**
21 **"You're a legitimate child" or "You're a legitimate heir."**
22 **Would you require court orders or letters of**
23 **administration, an authority from an administrator or**
24 **administratrix, things like that? In other words, how did**
25 **you do your job?**

Page 19

1 Brown. And then there was --
2 **Q Let me just stop you right there. We're going**
3 **to see who is next after that.**
4 **Grant doesn't work there anymore?**
5 A He hasn't worked there for years.
6 **Q Do you know where he went?**
7 A He went to Spelling Entertainment, and then I
8 don't know what happened after that.
9 **Q And when did he leave the WGA?**
10 A I can't give you a date, but it was either
11 within the first year that I came --
12 **Q Soon after you arrived?**
13 A Yes.
14 **Q Gene Brown, does he work at the WGA anymore?**
15 A No.
16 **Q When did he leave the WGA?**
17 A It's been a few years. I can't give you an
18 exact.
19 **Q A few years after you started?**
20 A Yes.
21 **Q Do you have any idea where he has gone?**
22 A No.
23 **Q So after Grant, who took over foreign levies?**
24 **One more thing. And Brown, at the time Grant reported to**
25 **him was, what, the director of residuals?**

Page 21

6 (Pages 18 to 21)

Atkinson-Baker, Inc. Court Reporters

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A00A81D
TERRI MIAL DECEMBER 7, 2006

1 files for, I placed them in the file until I could
2 finalize the paperwork. For those that I had no idea what
3 to do with, they sat.
4 **Q And what percentage of those were you able to**
5 **process for every hundred checks?**
6 A It varied. It just varied. Many of them at
7 times I could locate the writer or the beneficiary. Many
8 of them I couldn't. They just sat.
9 **Q Well, how many would you say in an average year**
10 **would you be unable to process? Hundreds? Thousands?**
11 A I won't say thousands. I will say hundreds.
12 **Q And how many would you be able to process?**
13 A Hundreds.
14 **Q And this would be building up year after year?**
15 A For the nine years I was there.
16 **Q So at the end of nine years there were thousands**
17 **of checks that had never been processed?**
18 A You better believe it.
19 **Q But the money was still in WGA accounts?**
20 A Those checks, fortunately, do not stale date.
21 WGA checks don't stale date.
22 **Q How about the checks that came in from**
23 **residuals, why weren't they deposited and placed into**
24 **accounts?**
25 A At that particular time, the Writers Guild did

Page 26

1 A That's correct.
2 **Q When did you complain to -- how many times did**
3 **you complain to Gor about non-payment of the foreign levy**
4 **money?**
5 A Directly to Gor?
6 **Q Right.**
7 A Not many times.
8 **Q Give me your best estimate.**
9 A In conversation, many times. I was there doing
10 the job for over eight and a half years. So I can't give
11 you an exact number of times that I spoke to people.
12 **Q Were you ever told how much money was in the**
13 **foreign levy accounts?**
14 A On a few occasions I was told millions. At one
15 time about 23 million.
16 **Q Did anybody ever tell you what was happening**
17 **with the interest on those accounts?**
18 A No one had to tell me what was happening with
19 the interest. The Writers Guild was collecting the
20 interest.
21 **Q How do you know that?**
22 A Because they were in the Writers Guild accounts.
23 **Q Did you ever complain about the fact that the**
24 **Writers Guild was collecting this interest on these**
25 **accounts?**

Page 28

1 not have a trust fund account to deposit those moneys.
2 **Q Did it eventually establish a trust fund**
3 **account?**
4 A Yes.
5 **Q And then it would deposit those checks and the**
6 **money would never get paid out; is that right?**
7 A The moneys would get paid out --
8 **Q If you found the payee?**
9 A And if and when the chief financial officer
10 chose to pay it.
11 **Q And that would be who? Don Gor?**
12 A That's correct.
13 **Q Did you have issues with Don Gor in the ways in**
14 **which he paid the money?**
15 A Yes, I did.
16 **Q What were the issues?**
17 A "Pay the money."
18 **Q And what would he say when you would say, "Why**
19 **isn't the money being paid?"**
20 A For foreign levies, the moneys were disputed.
21 **Q What was the dispute, as explained to you, if at**
22 **all?**
23 A That the moneys owed to the writers were
24 disputed.
25 **Q Disputed by who? The WGA?**

Page 27

1 A No. My beneficiaries did.
2 **Q Some of your beneficiaries did?**
3 A Most of my beneficiaries that had money sitting
4 there for many years, they wanted the interest that the
5 Writers Guild had been accruing.
6 **Q Did they complain in writing?**
7 A Telephone.
8 **Q Would you bring their concerns to your**
9 **supervisors, saying, "These people want to get paid**
10 **interest"?**
11 A Yes. And they would also bring their concerns
12 to my supervisors.
13 **Q And what was the response?**
14 A I can't tell you what their response was.
15 **Q Well, you went to your supervisors and said,**
16 **"Beneficiaries want interest. Am I allowed to pay it?"**
17 **Is that what you did?**
18 A No, I wouldn't ask whether I was allowed to pay
19 it. I was not in the position to pay anyone any interest.
20 **Q You passed on the concern to some of your**
21 **supervisors and just said, "So-and-So would like to get**
22 **paid interest. You need to deal with it"? How would you**
23 **pass it on?**
24 A "You need to deal with it." At one point in
25 time when Mary Devlin was my supervisor, she had brought

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8 (Pages 26 to 29)

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A00A81D
TERRI MIAL DECEMBER 7, 2006

1 BY MR. JOHNSON:

2 **Q What are we talking about?**

3 A Both. Any time, unless you specifically ask
4 about a foreign levy, it's both.

5 **Q With respect to foreign levies, were you ever
6 instructed or encouraged to work with the foreign levy
7 department to try and find, let's say, writers who had
8 never been in the WGA but who might be entitled to those
9 moneys?**

10 A I worked closely with the foreign levies. And
11 then there was a unit that was established where I
12 eventually did not have to really exercise the due
13 diligence in this particular unit. They brought in about
14 15, 20 temp employees, and they were the ones that
15 basically did the work.

16 **Q When did they bring in that unit?**

17 A Well, there was one person, or two people.
18 Chris Temple started, I would say, about maybe three, four
19 years ago. He started. And then they would give him
20 temps. And then they promoted him to be over that
21 particular unit.

22 **Q Did Gor ever take over, do you know?**

23 A Take over what?

24 **Q Take over supervision of foreign levies.**

25 A I don't know if he is the main supervisor, but I

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1 to kill you," or "If you do this one more time, I'm going
2 to kill you," that was just my way. And I did tell her
3 that I knew there was an investigation going on with the
4 Writers Guild by the government, and that I was very close
5 to it, and I wanted to make sure that she did everything
6 to keep her nose clean. So I was giving her
7 encouragement. And I did say to her, "If you repeat this,
8 I'm going to kill you," that's the alleged death threat.

9 **Q Was that a death threat that had any substance
10 to it, in the sense that you were making a serious threat
11 to her?**

12 A I wouldn't threaten anyone, but especially Beth.
13 She's 30 years my junior and weighs about 200 pounds more
14 than I do.

15 **Q So somebody came to you and said, "You
16 threatened Beth and you're going to be fired or you're
17 going to resign"?**

18 A I was called in to a meeting that supposedly was
19 supposed to be my six-month review. And when the doors
20 were shut, I was greeted by Ellen Greenstone and Lesley
21 Mackay McCambridge and told that I was there for a death
22 threat that I had given Beth Paolozzi over the telephone
23 on that Friday before, previous Friday.

24 **Q And then, what, they said, "You're terminated or
25 you have to leave"?**

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1 do know that he is very heavily involved with foreign
2 levies.

3 **Q Nobody ever told you that supervision has been
4 moved from Slocum and/or McClane, Young to the chief
5 financial officer Gor; is that right?**

6 A If my memory serves me correct, just this year I
7 do believe I was told that Don Gor was the supervisor.

8 **Q You don't work at the union anymore. Why is
9 that? Or you haven't been going in since July. Why not?**

10 A That's a good question. Everything that I have
11 received in writing still indicates that I am on unpaid
12 administrative leave. However, on July the 10th I was
13 verbally instructed that the alleged death threat was
14 grounds for termination, and I had the option to be
15 terminated, retire or resign, which I have done none of
16 those.

17 **Q So why don't you tell me about this death
18 threat, what actually happened.**

19 A The only thing I can tell you is rhetorically
20 that was -- Beth was like a daughter to me. I treated her
21 as my daughter. I trained her.

22 **Q Beth who?**

23 A Paolozzi. And it was just a standing joke that
24 she -- she'd ask me the same questions over and over and
25 over, and I'd say, "If you ask me one more time, I'm going

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1 A No. I was told that I would be placed on paid
2 administrative leave pending an investigation of this
3 death threat. That was on a Thursday.

4 Monday morning it was grounds for termination.
5 **Q And what happened on Monday morning?**

6 A I was called by Mary Casey and Lesley Mackay
7 McCambridge by telephone.

8 **Q At home?**

9 A Yes.

10 **Q And they said, "Don't come in"?**

11 A That's not what they said.

12 **Q What did they say?**

13 A That the Guild had established that threats were
14 grounds for termination. I had the option to retire, be
15 terminated or resign. I asked -- I didn't ask. I think I
16 just responded by saying, "I'll have to have a few days to
17 think about what I want to do."

18 **Q Have you been paid since then?**

19 A I received vacation payout last week. Other
20 than that, no.

21 **Q And never anything in writing saying you have
22 been terminated?**

23 A Excuse me. I did get a final check, yes,
24 because I was on unpaid leave of absence until that
25 Friday. So yes, I did get a final check for that, and

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10 (Pages 34 to 37)

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A00A81D
TERRI MIAL DECEMBER 7, 2006

1 **Q And who told you that Gor wasn't going to pay**
2 **them because they were disputed?**
3 A Foreign levies. The foreign levies department.
4 **Q Who?**
5 A Edgar Landau.
6 **Q When did that happen? When did he tell you**
7 **that? Was it more than once? That's my question. Was it**
8 **more than once?**
9 A Well, it was more than one person. But the last
10 time that I was told that was July of -- I'm sorry. I
11 don't have a calendar with me. It was the last week in
12 June, just before the July 4th holiday. That's when all
13 hell broke loose.
14 **Q Ms. McCambridge, who is here, do you understand**
15 **her to be a lawyer?**
16 A Yes.
17 **Q Has she ever been your lawyer?**
18 A Yes.
19 **Q What was she your lawyer in connection with?**
20 A I retained her to -- I adopted my granddaughter.
21 **Q When was that?**
22 A I do believe it was -- she was expecting her
23 first child, and I think her first child is like six years
24 old. So '99, 2000, somewhere in there.
25 **Q Did you reveal to her confidential information**

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1 about your life?
2 A Not to my knowledge.
3 **Q Did you discuss your finances with her?**
4 A Well, I -- going back, I do believe I explained
5 the circumstances of why I was adopting my granddaughter.
6 I think we did touch upon that.
7 **Q So she knows details about your intimate**
8 **personal life; is that right?**
9 A Much.
10 **Q Ms. Greenstone, when she interviewed you, did**
11 **she explain to you at the time that she interviewed you**
12 **that she was also, in the very case -- the facts that**
13 **you're involved in, she was also involved in defending**
14 **this particular lawsuit that you're here today at?**
15 A No. The only thing that I distinctly remember
16 was that when I was attempting to explain the possible --
17 the alleged death threat, and I brought up the word
18 "investigation," she hollered and said, "We're not here to
19 discuss any investigation."
20 **Q Did you get an indication that she wanted to**
21 **hear from you what your complaints were about the Writers**
22 **Guild when you were there?**
23 A No. She wanted to know -- basically most of the
24 conversation that I remember -- I was numb, so a lot of it
25 is fuzzy. But basically it was just discussing this

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1 alleged death threat.
2 MR. JOHNSON: Let's have Ms. Leheny ask questions.
3
4 EXAMINATION
5 BY MS. LEHENY:
6 **Q Ms. Mial, you testified earlier about concerns**
7 **that you brought to individuals at the Writers Guild.**
8 **Which, if any, of those conversations specifically address**
9 **foreign levies?**
10 A All of them. Checks are checks. So that just
11 encompassed everything. Checks were checks.
12 **Q So while you may not have mentioned foreign**
13 **levies, you were talking about the estate and trust unit,**
14 **any checks you might have handled?**
15 A Any checks, yes.
16 **Q Can you recall a discussion where foreign levies**
17 **were specifically discussed?**
18 A Yes.
19 **Q Which one was that?**
20 A We had several meetings. Many meetings between
21 foreign levies and my unit, and how to improve getting the
22 checks expedited.
23 **Q I was actually referring to your affirmative**
24 **concerns, when you testified earlier about bringing your**
25 **concerns to individuals at the Guild. Do you recall that?**

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1 **And I'm asking, did foreign levies get specifically**
2 **discussed in any of those conversations?**
3 A Yes.
4 **Q And which ones were those?**
5 A Ones in reference to why Don Gor would not pay
6 them.
7 **Q When was that conversation?**
8 A Conversations.
9 **Q When were those conversations?**
10 A Many times. I can't give you specific dates.
11 **Q Who were they with?**
12 A I've had them. Lesley and I have discussed it.
13 Lesley. Beth. Maureen. Michelle Trinh. Edgar. Anyone
14 that was involved with the process. Everyone that was
15 involved with the process. I even have spoken to Don Gor.
16 Because Don Gor and I had a working relationship, just the
17 two of us, on several projects.
18 MR. JOHNSON: Let's go off the record.
19 (Discussion held off the record.)
20 BY MS. LEHENY:
21 **Q When did you speak with Don Gor about your**
22 **concerns relating to foreign levies specifically?**
23 A You're asking me to be specific. There were so
24 many times over a period of eight and a half years, I
25 cannot tell you specifically. I voiced my concern many

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12 (Pages 42 to 45)

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TERRI MIAL DECEMBER 7, 2006

1 Q And when you say they're 50 years old, do you
2 mean there's money owing that's 50 years old or that the
3 file was opened 50 years ago or that the writer died --

4 A That some of the files had been opened 50 years
5 ago. But on a couple of occasions, like foreign levies,
6 one had been dead since 1953, and there was a foreign levy
7 sitting there that should have been paid in 1999.

8 Q I see. Did you personally see any files where
9 foreign levies were owed further back than 1999?

10 A Yes.

11 Q How far back were foreign levies owed in the
12 files that you saw?

13 A If I'm not mistaken, '80s.

14 Q Are you aware of when the foreign levies program
15 was initiated?

16 A No.

17 Q You testified regarding your concerns about
18 staffing; correct?

19 A Yes.

20 Q And specifically what was that staffing for?
21 Was it for estate and trusts unit? Was it for the
22 residuals department? Was it concerning foreign levies?
23 What was the staffing for that you thought would have
24 helped?

25 A My only concern was estates trust.

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1 A Yes.

2 Q Did you interact personally with Rod Aguirre?

3 A Closely, yes.

4 Q What was the nature of those interactions?

5 A Rod would send me these stacks of checks a foot
6 high with no information, except a name, and tell me to do
7 what I had to do.

8 And I asked him, I said, "Well, I need some kind
9 of record. Don't you keep any records?" He said, "No, I
10 don't. I don't keep any records."

11 Q Earlier you testified that the stack of checks
12 you would receive would contain between 200 and 500
13 checks; is that correct?

14 A Yes.

15 Q And do you think that estimate is pretty
16 accurate?

17 A On some occasions, yes, very accurate.

18 Q So is a foot high a figure of speech, or is that
19 an actual estimate of --

20 A It's a figure of speech.

21 Q So it's your estimate 200 to 500 checks would
22 measure a foot high?

23 A Actually, if we're going to say a foot high, it
24 would be more than 500 checks in there.

25 Q So on some occasions you received a stack a foot

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1 Q Did you interact with Michael Grant concerning
2 foreign levies?

3 A No, I didn't.

4 Q Did you interact with Gene Brown concerning
5 foreign levies?

6 A I most certainly did.

7 Q What was the nature of those interactions?

8 A I went to him the first few days after I started
9 and asked him could I report directly to him because there
10 was such gross negligence, and I needed really to work
11 very closely with him as the director in order to try to
12 figure out how we were going to cure this terrible ill.
13 And he politely told me that was not possible. He did not
14 want to get involved with that.

15 Q Did you specifically discuss foreign levies with
16 Gene Brown?

17 A I most certainly did.

18 Q After being on the job several days?

19 A Yes.

20 Q And what was your concern about foreign levies
21 after being on the job several days?

22 A If we're just speaking of foreign levies, it was
23 checks in general that were not being paid.

24 Q So the stage of processing was that a check had
25 been issued but not sent?

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1 high of checks. How many checks do you think there were?

2 A I didn't actually count them.

3 Q But your best estimate perhaps? Were they
4 single pages?

5 A Just a single page.

6 Q On how many occasions did you receive a stack
7 that high?

8 MR. JOHNSON: You mean a foot high?

9 MS. LEHENY: Uh-huh.

10 THE WITNESS: Many.

11 BY MS. LEHENY:

12 Q So would you like to revise your estimate that
13 the stacks you received were between 200 and 500 checks?

14 A Since I did not count them, I don't know how
15 many checks there were. It could have been more. It
16 could have been a thousand. I don't know.

17 Q Did you have any other types of interactions
18 with Rod Aguirre that you haven't mentioned already?

19 A We were both smokers and so we smoked together.

20 Q Did you have any other interactions with Gene
21 Brown that you haven't mentioned?

22 A No. None whatsoever.

23 Q Did you have any personal interactions with John
24 McClane regarding foreign levies?

25 A No.

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14 (Pages 50 to 53)

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A00A81D
TERRI MIAL DECEMBER 7, 2006

1 A Just moneys owed, the moneys due to that
2 particular deceased writer.
3 **Q What was the nature of the complaint?**
4 A Why is it taking so long to locate these, many
5 times. And even if a person had passed away four or five
6 months ago, they want to know what is taking so long. And
7 there are many reasons. It isn't always the Writers
8 Guild's fault.
9 **Q And among these complaints that you received,**
10 **how many of them specifically referenced the interest,**
11 **issue of interest?**
12 A I would say just about every one of them whose
13 money had been sitting there for years.
14 **Q And how many was that?**
15 A Hundreds.
16 **Q Hundreds of beneficiaries complained to you**
17 **personally by telephone in regards to interest being**
18 **earned on --**
19 A I'm sorry. Repeat that. I thought you meant
20 filed.
21 **Q Okay. I want to focus just specifically on the**
22 **issue of interest being earned on moneys owed.**
23 A All right.
24 **Q And ask you how many distinct individuals spoke**
25 **to you during your entire tenure about their concern about**

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1 accrued.
2 **Q Anyone other than Mary Devlin?**
3 A No, not that I recall.
4 **Q There was a question asked earlier, where I**
5 **think it was answered before I heard the entire question,**
6 **so I just want to clarify something. You're the only one,**
7 **or at the time you were the only one responsible for**
8 **finding -- do you know what the rest of that statement**
9 **would be, to be accurate?**
10 A Cannot locate that are now called
11 "undeliverables."
12 **Q So during the time that that was among your**
13 **responsibilities, you were the only person with that**
14 **responsibility?**
15 A Yes.
16 **Q Did you ever receive batch sheets for foreign**
17 **levies?**
18 A Yes, if that's what you want to call them, yes.
19 A sheet where it's not an actual check. It's just a
20 listing with the writer's name, the dates and the projects
21 from each country. I guess you would call that a batch.
22 **Q When would you receive those? With the checks?**
23 A We received checks on a daily basis.
24 **Q I'm speaking specifically of foreign levies, not**
25 **residuals.**

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1 **how interest was being handled on moneys owed.**
2 A I can't give you a number. It's impossible to
3 give you a number. I can say every beneficiary that was
4 eventually located over a period of years wanted to know
5 where that money had been sitting and who was drawing the
6 interest.
7 **Q So essentially everyone who complained**
8 **complained about the interest?**
9 A Not just the interest. They complained about
10 the negligence.
11 **Q Right, but that's not what I asked.**
12 A What did you ask?
13 **Q Essentially everyone who complained to you,**
14 **among their complaints was the complaint about handling of**
15 **interest; correct? Is that your testimony?**
16 A Among their complaints was the handling of
17 interest, yes. It was not the only complaint.
18 **Q I understand. Did you specifically discuss the**
19 **subject of interest with supervisors?**
20 A Yes.
21 **Q Who specifically?**
22 A As I said before, Mary Devlin and I discussed,
23 and she was attempting to have the Guild create a trust
24 fund for disgruntled beneficiaries who were threatening to
25 sue the Guild, to pay them basically the interest that had

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1 A I received foreign levies on a daily basis. If
2 I recall -- there were many times, as I said, they would
3 come in just big stacks. But there could be times that I
4 would receive two, three checks.
5 **Q And that was on a daily basis? That's your**
6 **recollection?**
7 A Quite a few during the week.
8 **Q And would you receive batch sheets at that time?**
9 A Both.
10 **Q You testified that there's a pending**
11 **investigation by the Department of Labor or DOL; is that**
12 **correct, against or involving the Writers Guild?**
13 A Yes.
14 **Q How did you learn that?**
15 A Through someone who's very heavily involved in
16 it.
17 **Q Someone from the DOL?**
18 A Works very closely with the DOL.
19 **Q Is that person employed by the DOL?**
20 A I have no idea. I don't know what his status
21 is. As far as compensation, I have no idea.
22 **Q Does he work full time at the DOL?**
23 A There on a daily basis.
24 **Q What's his name?**
25 A Eric Hughes.

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16 (Pages 58 to 61)

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A00A81D
TERRI MIAL DECEMBER 7, 2006

1 FURTHER EXAMINATION
2 BY MR. JOHNSON:
3 **Q First of all, I asked you to bring some**
4 **documents. Did you bring any documents today?**
5 A I don't have any. I'm sorry.
6 MR. JOHNSON: This is going to be Exhibit 1.
7 (Plaintiffs' Exhibit 1 was marked for
8 identification by the court reporter.)
9 BY MR. JOHNSON:
10 **Q You have been through that and you just don't**
11 **have anything; is that right?**
12 A I don't have anything.
13 MR. SILVERSTEIN: And I will note for the record that
14 on behalf of Ms. Mial, we properly served objections to
15 the document request.
16 MR. JOHNSON: But there aren't any documents anyway?
17 MR. SILVERSTEIN: Correct. In her possession at
18 least.
19 BY MR. JOHNSON:
20 **Q Do you have any idea how much the amount of**
21 **money is that the WGA has not paid out in residuals but is**
22 **either sitting in accounts or checks that haven't been**
23 **cashied?**
24 A Unfortunately, I don't, but -- it's hearsay, but
25 I was told it's in the millions.

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1 **Q Who told you that?**
2 A One I discussed with Rod. And the other was
3 with Eric Hughes.
4 **Q You say after the lawsuit was filed in this**
5 **case, foreign levies attempted to pass the buck. What**
6 **exactly do you mean?**
7 A Well, it was -- they were getting -- the
8 department was getting complaints from beneficiaries on
9 moneys that had not been paid. And unfortunately, much --
10 it was a two-way -- there was backlog everywhere. I was
11 backlogged. Foreign levies was backlogged.
12 **Q So you haven't seen any significant improvement**
13 **since the lawsuit was filed?**
14 A I'm sorry?
15 **Q You haven't seen much of significant improvement**
16 **in getting foreign levies paid out since the lawsuit was**
17 **filed?**
18 A Not in my area because just, as I said, that
19 Friday, which was June, I guess the 30th, it was the
20 weekend before that Thursday, was my last formal day to
21 work, and it was such a horrific day because of just what
22 was going on with foreign levies. It was horrific. And
23 that Friday I had called and left Lesley a voice message
24 that I couldn't handle it anymore.
25 **Q When you say you were responsible for finding**

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1 **the people that couldn't be found, you called them**
2 **undeliverables, or find this person. What did you**
3 **actually do to find these people when that was part of**
4 **what you were actually supposed to be doing?**
5 A To be quite honest with you, I had so many
6 duties, I did very little. Through -- well, there were
7 some that were just totally blatant, like John Houston,
8 whose daughter was Angelica Houston. I called Screen
9 Actors Guild and got Angelica's number and we spoke.
10 There were just things, a lot of -- or contacts, you know,
11 that knew people. But on most of the files that had been
12 sitting there just dormant for years, nothing had been
13 done.
14 **Q So if somebody wasn't a well-known person like a**
15 **John Houston, there wasn't really much you could do at**
16 **all?**
17 A True.
18 **Q You said that Gor gave you the authorization and**
19 **said if these moneys are disputed, and they indicated**
20 **because they were not processed in the right way. Did he**
21 **give you any indication as to why he believed they were**
22 **not processed in the right way?**
23 A For the same reason that I asked Rod, "Don't you
24 keep any records?" Rod said, "No, I don't keep any
25 records." Well, if you don't have any records to refer

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1 to, I guess things can be disputed.
2 **Q You say the beneficiaries complained about**
3 **residuals and foreign levies. Do any come to mind that**
4 **were particularly egregious cases?**
5 A Oh, boy, one is Preston Sturges. I do
6 believe -- I don't know if it was just foreign levies, but
7 Phillip Yiordan.
8 **Q How do you spell Yiordan?**
9 A Y-i-o-r-d-a-n, I do believe. I'm pretty close.
10 I'm trying to think. There's quite a few.
11 **Q What were the problems, for example, with**
12 **Sturges and Yiordan? Are you saying, for example, the**
13 **Sturges case it was easy to find his heirs?**
14 A I'm sorry. What did you say?
15 **Q Why did you feel the Sturges case was an**
16 **egregious case or a problem?**
17 A Well, it was a problem just like the others, but
18 it was more of a problem because it was mentioned, I don't
19 know whether it was in the New York Times or the Daily
20 Variety, his name came up, and the Guild -- and I don't
21 know who the representative from the Guild was -- stated
22 that -- I think it was Marshall Goldberg, that Preston
23 Sturges was owed something like 205, 203, 200-and-some-odd
24 dollars. And I am looking at batch sheets and checks and
25 one was for 5,000 and the other one is for 19.19.

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FROM THE
ORIGINAL
'SECRET
AGREEMENT'
BETWEEN
THE UNIONS
AND THE
STUDIOS

"...on behalf of the
respective individuals
they represent as their
respective collective
bargaining
representatives, on the
one hand, and the
undersigned companies
on the other hand...who
wish to resolve a
dispute..."

THE FIRST PARAGRAPH OF THE 1990 'AGREEMENT' SHOWS THE
DECEIT: THE WGA IS NOT -- AS IT CLAIMS -- THE COLLECTIVE
BARGAINING AGENT FOR THOUSANDS OF WRITERS WHO HAVE
EARNED THESE ROYALTIES, AND ANYWAY THE CONTRACT
SPECIFICALLY SAYS THE UNIONS' BASIC AGREEMENTS WITH ITS
MEMBERS WILL NOT BE HONORED DURING THE TERM OF THE
CONTRACT.

THE ENTIRE AGREEMENT IS IN VIOLATION OF THE BERNE
CONVENTION, AND ALL THE SIGNERS ARE AWARE OF THIS.

EXHIBIT C: THE
SECRET AGREEMENT
DEPRIVING
AMERICAN WRITERS
OF THEIR COPYRIGHT
ROYALTIES

AGREEMENT

WHEREAS, the Directors Guild of America, Inc. and the Writers Guild of America, west, Inc., on behalf of itself and the Writers Guild of America, East, Inc. (hereafter "Guilds"), and on behalf of the respective individuals they represent as their respective Collective Bargaining Representative, on the one hand, and the undersigned companies, on the other hand, wish to resolve a dispute that has arisen concerning the appropriate allocation of certain monies attributable to Video Levies and/or Video Rental Levies under foreign laws; and WHEREAS, the settlement of this dispute is without prejudice to any position previously taken or which may be taken at the termination hereof by any of the parties hereto concerning matters contained in this settlement agreement;

NOW, THEREFORE, it is agreed:

1. Definitions: The following terms or words used herein shall be defined as follows:

- (a) "Collective Bargaining Agreement(s)" means and includes the Directors Guild of America, Inc. Basic Agreement of 1987, the Directors Guild of America, Inc. Freelance Live & Tape Television Agreement of 1987, the 1985 Writers Guild of America Theatrical and Television Basic Agreement and any predecessor or successor agreement(s) thereto.
- (b) "Covered Directors and Writers" shall mean any director or writer covered by any of said Collective Bargaining Agreement(s).

THE UNIONS EXPLAIN 'COLLECTIVE BARGAINING' IN PARAGRAPH 1 SO THEY CAN REFUSE TO FOLLOW IT IN PARAGRAPH 12

HERE THEY REFER TO THE '85 CONTRACTS WHICH THEY SUMMARILY AGREE TO BREAK

THEY CALL THEMSELVES 'COLLECTIVE BARGAINING REPRESENTATIVES, BUT THIS DOES NOT APPLY TO THE NON MEMBERS WHOSE MONEY THEY ARE DIVIDING HERE

THAT MEANS ALL U.S. DIRECTORS AND WRITERS, UNION OR NOT

(c) "Foreign Country" shall mean any country of the world other than the United States of America.

(d) "Video Levy" shall mean a levy established by the law of a Foreign Country, whether now existing or hereafter adopted, for the reproduction of copyrighted works on blank tapes for private use, (e.g., Law No. 57-298 Literary & Artistic Property, as amended up to July 3, 1985 (France); Article 54, Copyright Statute of September 9, 1965 as amended up to June 24, 1985 (Germany)).

(e) "Video Rental Levy" shall mean a levy established by the law of a Foreign Country, whether now existing or hereafter adopted, for the rental to the public by retail stores of prerecorded video cassettes, (e.g., Article German Copyright Statute of September 9, 1965, as amended up to June 24, 1985 (Germany)).

(f) "Author's Share" means that portion of the monies collected pursuant to any Video Levy and/or Video Rental Levy which is specifically designated by statute, regulation or practice for distribution to a class designated as authors, is paid to an undersigned company (or to the Guilds) and is attributable to motion pictures covered under said Collective Bargaining Agreement(s). (Examples of the manner in which the Author's Share is calculated with respect to the Video Levies in France and Germany are attached hereto as Exhibit "A.") Where no specific designation of the "Author's Share" is made by statute,

STUDIOS
CLAIM
AUTHOR'S
SHARE

WAY
BACK IN
'65!

'AUTHOR
,
REFERS
TO ALL
OF US

ALTHOUGH THE DGE AND WGA SAY THEY FOUGHT HARD TO MAKE THIS DEAL IN A 'DISPUTE' WITH THE STUDIOS, THERE IS NOT A SHRED OF EVIDENCE THE UKNIONS FOUGHT AGAINST THIS CONTRACT. THE STATEMENTS WERE MADE BY THE SELF SERVING AUTHORS OF THIS AGREEMENT.

SCREEN
ACTORS GUILD
NOT NAMED
HERE

regulation or practice, the "Author's Share" shall be jointly determined by the parties hereto and, in making such determination, the parties shall be guided by similar determinations in other Foreign Countries. In any case, the "Author's Share" shall exclude monies for those designated as authors who are neither directors nor writers (e.g., composers), and the amounts attributable to such authors shall be excluded prior to applying the percentage allocable to the Guilds pursuant to Paragraph 2 below.

they won't say that SAG is included in author's share, though performers are definitely included in what the collection societies take and distribute (not to the actors, however)

2. Guild Participation: Each of the
agrees that the Guilds, on behalf of Covered Directors and Writers, shall receive the combined sum of fifteen percent (15%) of the Author's Share obtained from Video Levies and Video Rental Levies in Foreign Countries. (Examples of the manner in which the Author's Share is calculated with respect to the Video Levies in France and Germany are attached hereto as Exhibit "A.") The fifteen percent (15%) payment shall be divided equally between the Directors Guild of America, Inc., on the one hand, and the Writers Guild of America, west, Inc. and the Writers Guild of America, East, Inc., on the other hand. Any claim by the Guilds to a percentage of such levies not designated as the Author's Share (e.g., the "Producer's share" or the "Performers' share") is expressly waived for the duration of this agreement.

THIS IS THE MOST PREPOSTEROUS OF ALL: THE UNIONS ARE AGREEING TO ACCEPT AND DIVIDE 15 PERCENT OF THE ROYALTIES DUE AUTHORS, GIVING THE REST TO THE STUDIOS -- AND THIS INCLUDES NON-UNION WRITERS, DIRECTORS AND ACTORS -- STUDIOS GET 85% FOR ARTISTS THEY NEVER HIRED

3. Filing Claims: All claims to the Author's Share of any Video Levy or Video Rental Levy shall be filed in the first instance by the undersigned companies or their representatives, on their own behalf and on behalf of the Guilds, as representatives of Covered Directors and Writers. If no claim for the Author's Share has been filed by the undersigned companies or their representatives within one year after such claim is permitted in a Foreign Country, or if the undersigned companies are precluded for any reason from filing such a claim or from collecting such Author's Share, the Guilds may seek to collect the Author's Share in such Foreign Country and shall so advise the undersigned companies. In any event, the allocation of the Author's Share shall be in accordance with Paragraph 2 above and, as to any monies collected by the Guilds, the Guilds shall promptly remit the balance due to the undersigned companies after deducting the fifteen percent (15%) payment required under Paragraph 2 above.

HERE THEY
AGREE NOT TO
GET RID OF
THEIR PARTNERS,
WHO ARE IN ON
THE SCHEME

4. Collecting Societies: The undersigned parties agree that collecting societies representing each of the parties in Foreign Countries shall participate in the collection and distribution of Video Levy and Video Rental Levy monies on behalf of the Guilds. While the specific mechanics of such participation in the collection and distribution will be agreed to subsequently by the parties, it is understood that the participation by the collecting societies representing the Guilds in the collection

and distribution of such monies will not result in any surcharge or fee to the Guilds from the collecting societies representing the undersigned companies. Likewise, as a result of the monies received by the Guilds there shall be no surcharge or fee to the undersigned companies from the collecting societies representing the Guilds.

HERE AGAIN, THEY REFER
TO WHAT MIGHT HAPPEN IF
SAG FINDS OUT

5. Increased Shares for U.S. Interests: The parties agree to work together to increase the shares presently allocated or distributed to United States interests in those countries where Video Levies or Video Rental Levies exist. However, in the event the Author's Share, as established in any Foreign Country, is subsequently reduced by virtue of both (a) efforts on the part of the undersigned companies or their representatives seeking such a result, and (b) an increase in the "Producer's share," then the amount of the Author's Share for purposes of calculating the fifteen percent (15%) payment provided under Paragraph 2 above shall be adjusted so as to offset the reduction, thereby maintaining the pre-existing percentage of Author's Share in relation to all shares.

6. Allocations to Motion Pictures: Monies received from Video Levies and Video Rental Levies shall be allocable to the specific motion pictures for which they are paid. The Guilds shall be responsible for allocating to the Covered Directors and Writers of such motion pictures the amounts paid to the

Guilds pursuant to Paragraph 2 above and for paying such amounts to the Covered Directors and Writers. In order to effectuate the provisions of Paragraph 7 below, the Guilds shall, on a quarterly basis, supply each of the undersigned companies with a list showing the name of each Covered Director and/or Writer who is allocated monies hereunder, the name of the motion picture for which monies are allocated and the amount allocated.

7. Crediting Against Gross Participations: If the employment agreement of any Covered Director or Writer who is entitled to monies under the terms of this settlement agreement requires that the compensation of such Covered Director or Writer be based, in whole or in part, upon or measured by a percentage of gross receipts derived from the distribution of the motion picture for which such Covered Director or Writer was employed, then such percentage compensation shall be credited against any amounts payable to such Covered Director or Writer hereunder and, likewise, any payment due to such Covered Director or Writer hereunder shall be credited against such percentage compensation. Where all or part of a Covered Director's or Writer's compensation is a specified sum of money, commonly known and referred to as a "deferment," such deferment may not be credited against amounts payable by the company to such Writer or Director hereunder.

AMAZING.
THE GUILDS
FALSELY
SAY IT IS
THE
OPPOSITE;
THEY CLAIM
THE
SOCIETIES
SUPPLY THE
NAMES

AGAIN, WHAT HAPPENS IF
SAG FINDS OUT!

WHAT IF THE
ACTORS FIND OUT?

8. Right to Reopen: If the Screen Actors Guild ("SAG") asserts a claim to any of the Author's Share of any Video Levy or Video Rental Levy under any Producer-Screen Actors Guild Codified Basic Agreement or Screen Actors Guild Television Agreement or in negotiations for successor Agreements thereto, then the undersigned companies, and each of them, may re-open this agreement if any payment is made to SAG or to any performer(s) based upon such claim, provided that such re-opening is prospective only. In the event that SAG or any performer it represents successfully asserts a claim to any of the Author's Share of any Video Levy or Video Rental Levy, then the undersigned companies, and each of them, may also re-open this agreement. It is expressly acknowledged by the parties that SAG and those it represents have no entitlement to any portion of the Author's Share under the levies referred to herein.

The parties shall have a ninety (90) day period from the date of receipt of written notice of re-opening within which to renegotiate this agreement. If no agreement is reached within such ninety (90) day period, this agreement shall be terminated effective at the end of such ninety (90) day period or at the end of the calendar year in which the reopener occurred, whichever is later. In no event, however, shall any reopening under this agreement be effective nor work a termination of this

even if sag
comes in,
we won't
stop

agreement until three (3) years after the date of this agreement. All executory obligations hereunder, including but not limited to delivery of all monies to the Guilds for any periods prior to termination of this agreement, shall be fulfilled.

9. Term: Subject to the provisions of Paragraph 8 above, the term of this agreement shall be for five (5) years from the date of its execution and shall apply to any collections made by the undersigned companies or the Guilds or their representatives attributable to the years covered during the term hereof and all preceding years. Retroactive payments in accordance with the provisions of Paragraph 2 above shall be made to the Guilds for any collections made prior to the date of execution. Upon expiration, this agreement shall be subject to renegotiation. Upon expiration, this agreement shall be without prejudice to any position a party may wish to assert concerning matters contained herein.

10. Non-Derogation: All parties agree not to act in derogation of the terms of this agreement and to use reasonable efforts to ensure full compliance with its terms. In this regard, the undersigned companies agree that they will not propose or include in any contract with any covered Director or Writer a provision or provisions in the individual contract with said Director or Writer that waives said Director's or Writer's claim(s) to the Video Levies or Video Rental Levies that are

**EVEN IF THE WRITERS OR
DIRECTORS SUE, THEY CAN'T, SAY
THESE WORDS**

THIS IS NOT A FICTIONAL CONTRACT, AND WAS NOT PRESENTED TO JUDGE WEST IN COURT

THE UNIONS BREAK THEIR OWN MBA AGREEMENTS TO MAKE THIS secret DEAL WITH THE STUDIOS

the subject of this agreement. It is further agreed that in the event a Covered Director or Writer has expressly waived the Video Levies or Video Rental Levies that are the subject of this agreement, said waiver is superseded by this agreement.

11. Dispute Resolution Mechanism: Matters involving interpretation or application of this agreement, and disputes arising under Paragraph 1(f) above concerning the appropriate amount to be designated as Author's Share where no specific designation of the Author's Share is made by statute, regulation or practice, shall be resolved by submission to an impartial arbitrator, who shall be selected by mutual agreement of the parties. In the event the parties are unable to agree upon an arbitrator to hear such dispute(s), the arbitrator shall be selected and the arbitration governed in accordance with the rules and procedures of the American Arbitration Association.

12. Exclusion from Collective Bargaining Agreement Provisions: With respect to monies collected and allocated in accordance with the terms of this agreement, the parties agree that such monies are not covered by the provisions of said Collective Bargaining Agreements, including the provisions governing the release of theatrical motion pictures to free television (Article 19 of the Directors Guild of America Basic Agreement, Article 15.A. of the Writers Guild of America Theatrical and Television Basic Agreement) and the provisions of said Collective Bargaining

IN STATEMENTS TO THE COURTS, THE UNIONS REPEATEDLY SAY THESE ARE COLLECTIVE BARGAINING AGREEMENTS, WHICH THIS PARAGRAPH PROVES FALSE. THE UNIONS RENOUNCE THEIR OWN MINIMUM BASIC AGREEMENTS TO SATISFY THE STUDIOS' DEMANDS

SIGNER JOEL GROSSMAN OUGHT TO BE A WITNESS IN THIS LAWSUIT, NOT THE MEDIATOR. HE SIGNED FOR THE STUDIOS IN 1990 AND STILL HAS NOT EXPLAINED WHAT HAPPEND TO THE WRITER'S OTHER 93% OF FOREIGN ROYALTIES

Agreements governing the distribution of free television and theatrical motion pictures in Supplemental Markets (Article 18 of the Directors Guild of America Basic Agreement, Article 24 of the Directors Guild of America Freelance Live & Tape Television Agreement, Article 51 of the Writers Guild of America Theatrical and Television Basic Agreement).

DIRECTORS GUILD OF AMERICA, INC.

[Signature] Date: 6/1/90

WRITERS GUILD OF AMERICA, WEST, INC.
ON BEHALF OF ITSELF AND
WRITERS GUILD OF AMERICA, EAST, INC.

[Signature] Date: 5/1/90

COLUMBIA PICTURES INDUSTRIES, INC.

[Signature] Date: 6/1/90

CPT HOLDINGS, INC.

[Signature] Date: 1/1/90

METRO-GOLDWYN-MAYER PICTURES, INC.

[Signature] Date: June 4, 1990

MGM/UA TELEVISION PRODUCTIONS, INC.

[Signature] Date: June 4, 1990

JOEL GROSSMAN IS THE MEDIATOR IN THE 2009 WGA LAWSUIT, VIGOROUSLY OPPOSED BY WILLIAM RICHERT

ROBERT HADL IS ADVISOR TO NEVILLE JOHNSON AND THE DGA, TOO; HE WAS AN ARCHITECT OF THIS AGREEMENT AND POWERFUL UNIVERSAL PICTURES LAWYER. HE SHOULD NOT BE AN EXPERT WITNESS FOR THE COURT

ORION (ENTITY TO BE DESIGNATED)

Date:

PARAMOUNT PICTURES CORPORATION

Hubert M. Keyser

Date:

1990

TWENTIETH CENTURY FOX FILM CORP.

Robert Hadl

Date:

6/1/90

UNITED ARTISTS PICTURES, INC.

Byron B. Johnson

Date:

June 1, 1990

UNIVERSAL CITY STUDIOS, INC.

Robert Hadl

Date:

June 1, 1990

WALT DISNEY PICTURES & TELEVISION

Robert W. Johnson

Date:

June 1, 1990

WARNER BROS. INC.

Robert Hadl

Date:

June 1, 1990

EXHIBIT 'A'

Example 1:

The Author's Share under the French Law No. 57-298 on Literary & Artistic Property as amended up to July 3, 1985 would be calculated as follows:

Total Distributable Proceeds (Umbrella)			100.00%
Administrative Fee: 1% (Withheld by copiefrance)			1.00%
	Subtotal		99.00%
Performers		33.00%	33.00%
Producers		33.00%	33.00%
Authors		100.00%	33.00%
Cultural Tax		25.00%	8.25%
	Subtotal	75.00%	24.75%
Music		x	24.75%-x
	Subtotal - U.S. Author's Share	75%-x *	*

*Actual U.S. Author's Share will be a portion of expressed percentage based upon empirical study showing those copyrighted motion pictures controlled by U.S. companies party to the agreement to which remuneration applies. Estimated at approximately 25% of subtotal.

Example 2:

The Author's Share under the German Copyright Statute of September 9, 1965 as amended up to June 24, 1985 would be calculated as follows:

THEY ARE
CALCULATING
ROYALTY
MONEY THAT
DOES NOT
BELONG TO
THEM

CALCULATION OF GERMAN VIDEO LEVY

TOTAL			100.00%
ZPU Commission			7.00%
ZPU Societies: 50%		93.00%	46.50%
Others: 50%	100.00%	46.50%	
17% Reserve for future claims		-17.00%	7.91%
Subtotal		83.00%	
1% Social Charge		-0.83%	0.39%
Subtotal		82.17%	
1% GUPA		-0.82%	0.38%
Total	100.00%	37.83%	81.35%
GERMAN FILMS: 56%		21.18%	21.18%
FOREIGN FILMS: 44%	100.00%	16.64%	
Non-US: 40%		6.66%	6.66%
US Author's Share: 60%	100.00%	9.99%	9.99%
			100.00%

*To the extent any reserves of the Author's Share are distributed, they will be shared in accordance with Paragraph 2 of the agreement.

in all these years, even during the current long litigation of RICHERT VS. WGA, there has never been any accounting of the money this diagram divides -- but 100% of it belongs to the artists -- AND THEY have gotten almost none of it.

**IN CASE THE
PRECEDING LONG
CONTRACT WASN'T
CLEAR ENOUGH, THE
WGA AND DGA
FURHTER CLARIFY
WHAT THEY WILL DO IF
SAG JOINS THE PARTY
LATER ON (AND THAT IS
WHAT HAPENED)**

*where is
the Screen
Actor's
Guild
(SAG) in
all this?*

**HER FOLLOWS THE
SIDE LETTER TO THE
1990 AGREEMENT.
IT CONCERNS SAG**

SIDELETTER

Directors Guild of America, Inc.
7920 Sunset Boulevard
Los Angeles, California 90046

Attention: Glenn Gumpel

Writers Guild of America, west, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Attention: Brian Walton

Gentlemen:

This will confirm that pursuant to the provisions of Paragraph 8 of our settlement agreement with respect to the allocation of monies attributable to video levies and video rental levies under foreign laws, we have further agreed as follows:

Either the undersigned companies, on the one hand, or the Directors Guild of America, Inc. and the Writers Guild of America, west, Inc., on behalf of itself and Writers Guild of America, East, Inc. ("the Guilds"), on the other hand, shall have the right to re-open this agreement, as it applies to a particular Foreign Country, on the basis set forth in the first sentence of Paragraph 8 of said settlement agreement only if:

- (1) the payment made to SAG or to performers based upon a claim asserted under the Producer-Screen Actors Guild Codified Basic Agreement or Screen Actors Guild Television Agreement or in negotiations is equivalent to or in excess of ten percent (10%) of the Author's Share of any Video Levy and Video Rental Levy in such Foreign Country; and
- (2) the aggregate portion of the Author's Share payable by the undersigned companies, and each of them, to the Guilds and to SAG and/or SAG's members exceeds twenty-five percent (25%) of the Author's Share of any Video Levy and Video Rental Levy in such Foreign Country.

The Guilds shall have the unilateral right to reduce the percentage of the Author's Share payable to them by the undersigned companies

Sideletter
Page 2

pursuant to Paragraph 2 of the settlement agreement so as to preclude the undersigned companies from re-opening the settlement agreement under the terms of this sideletter.

NOTE; JOEL GROSSMAN AGAIN

COLUMBIA PICTURES INDUSTRIES, INC.

Joel M Grossman

Date:

6/1/90

CPT HOLDINGS, INC.

Joel M Grossman

Date:

6/1/90

METRO-GOLDWYN-MAYER PICTURES, INC.

Bryan B. Johnson

Date:

June 1, 1990

MGM/UA TELEVISION PRODUCTIONS, INC.

Bryan B. Johnson

Date:

June 1, 1990

ORION (ENTITY TO BE DESIGNATED)

Date: _____

PARAMOUNT PICTURES CORPORATION

Steve M. Kaye

Date:

6/1/90

TWENTIETH CENTURY FOX FILM CORP.

Robert S. Lewis

Date:

6/1/90

UNITED ARTISTS PICTURES, INC.

[Signature]

Date: June 1, 1990

UNIVERSAL CITY STUDIOS, INC.

[Signature]

Date: June 1, 1990

WALT DISNEY PICTURES & TELEVISION

[Signature]

Date: June 1, 1990

WARNER BROS. INC.

[Signature]

Date: June 1, 1990

ACCEPTED AND AGREED:

DIRECTORS GUILD OF AMERICA, INC.

[Signature]

Date: 6/1/90

WRITERS GUILD OF AMERICA, WEST, INC.
ON BEHALF OF ITSELF AND
WRITERS GUILD OF AMERICA, EAST, INC.

[Signature]

Date: 6/1/90

IN 2009
ROBERT
HADL CAN BE
REACHED VIA
ATTORNEY
NEVILLE
JOHNSON

BRIAN
WALTON
SIGNS FOR
THE WGA

*FIVE YEARS LATER, IN 1995 , THE
AGREEMENT IS RE-UPPED.*

*THE RIGHTS OF U.S. ARTISTS --
ALONG WITH HUNDREDS OF
MILLIONS OF DOLLARS -- ARE
DIVIDED UP ONCE AGAIN AMONG
THE FEW.*

*STILL NOBODY AMONG AMERICAN
AUTHORS KNOWS anythig about
these millions, AND STILL SAG DOES
NOT APPEAR TO BE INCLUDED IN
THE DEAL..*

AGREEMENT

WHEREAS, the Directors Guild of America, Inc. and the Writers Guild of America, west, Inc., on behalf of itself and the Writers Guild of America, East, Inc. (hereafter "Guilds"), and on behalf of the respective individuals they represent as their respective Collective Bargaining Representative, on the one hand, and the undersigned companies, on the other hand, wish to resolve a dispute that has arisen concerning the appropriate allocation of certain monies attributable to Video Levies and/or Video Rental Levies under foreign laws; and WHEREAS, the settlement of this dispute is without prejudice to any position previously taken or which may be taken at the termination hereof by any of the parties hereto concerning matters contained in this settlement agreement;

NOW, THEREFORE, it is agreed:

1. Definitions: The following terms or words used herein shall be defined as follows:
 - (a) "Collective Bargaining Agreement(s)" means and includes the Directors Guild of America, Inc. Basic Agreement of 1987, the Directors Guild of America, Inc. Freelance Live & Tape Television Agreement of 1987, the 1985 Writers Guild of America Theatrical and Television Basic Agreement and any predecessor or successor agreement(s) thereto.
 - (b) "Covered Directors and Writers" shall mean any director or writer covered by any of said Collective Bargaining Agreement(s).
 - (c) "Foreign Country" shall mean any country of the world other than the United States of America.

shall exclude monies for those designated as authors who are neither directors nor writers (e.g., composers), and the amounts attributable to such authors shall be excluded prior to applying the percentage allocable to the guilds pursuant to Paragraph 2 below.

- (g) "Producer's Share" means that portion of the monies collected pursuant to any Video Levy and/or Video Rental Levy which is specifically designated by statute, regulation or practice for distribution to a class designated as producers, is paid to an undersigned company and is attributable to motion pictures covered under said Collective Bargaining Agreement(s).

2. Guild Participation: Each of the undersigned companies hereby agrees that the Guilds, on behalf of Covered Directors and Writers, shall receive the combined sum of (a) twenty percent (20%) of the Author's Share obtained from Video Levies and Video Rental Levies in those Foreign Countries in which the companies do not participate in or receive any portion of the Producer's share [e.g., Belgium, Denmark, France, Germany (Rental Levy), Spain] and (b) twenty-five percent (25%) of the Author's Share obtained from Video Levies and Video Rental Levies in those Foreign Countries in which the companies participate in and receive a ~~portion~~ portion of the Producer's share [e.g., Austria, Germany (Private Copy), Italy, Netherlands, Switzerland (Private Copy and Rental Levy)]. (Examples of the manner in which the Author's Share is calculated with respect to the Video Levies in France and Germany are attached hereto as Exhibit "A.") The applicable percentage payment shall be

divided equally between the Directors Guild of America, Inc., on the one hand, and the Writers Guild of America, west, Inc. and the Writers Guild of America, East, Inc., on the other hand. Any claim by the Guilds to a percentage of such levies not designated as the Author's Share (e.g., the "Producer's share" or the "Performers' share") is expressly waived for the duration of this agreement.

3. Filing Claims: All claims to the Author's Share of any Video Levy or Video Rental Levy shall be filed in the first instance by the undersigned companies or their representatives, on their own behalf and on behalf of the Guilds, as representatives of Covered Directors and Writers. If no claim for the Author's Share has been filed by the undersigned companies or their representatives within one year after such claim is permitted in a Foreign Country, or if the undersigned companies are precluded for any reason from filing such a claim or from collecting such Author's Share, the Guilds may seek to collect the Author's Share in such Foreign Country and shall so advise the undersigned companies. In any event, the allocation of the Author's Share shall be in accordance with Paragraph 2 above and, as to any monies collected by the Guilds, the Guilds shall promptly remit the balance due to the undersigned companies after deducting the applicable percentage payment required under Paragraph 2 above.
4. Collecting Societies: The undersigned parties agree that collecting societies representing each of the parties in Foreign Countries shall participate in the collection and distribution of Video Levy and Video Rental Levy monies on behalf of the Guilds.

While the specific mechanics of such participation in the collection and distribution will be agreed to subsequently by the parties, it is understood that the participation by the collecting societies representing the Guilds in the collection and distribution of such monies will not result in any surcharge or fee to the Guilds from the collecting societies representing the undersigned companies. Likewise, as to any monies collected by the Guilds there shall be no surcharge or fee to the undersigned companies from the collecting societies representing the Guilds.

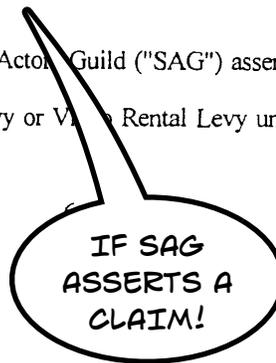
5. Increased Shares for U.S. Interests: The parties agree to work together to increase the shares presently allocated or distributed to United States interests in those countries where Video Levies or Video Rental Levies exist. However, in the event the Author's Share, as established in any Foreign Country, is subsequently reduced by virtue of both (a) efforts on the part of the undersigned companies or their representatives seeking such a result, and (b) an increase in the "Producer's share," then the amount of the Author's Share for purposes of calculating the applicable percentage payment provided under Paragraph 2 above shall be adjusted so as to offset the reduction, thereby maintaining the pre-existing percentage of Author's Share in relation to all shares.

6. Allocations to Motion Pictures: Monies received from Video Levies and Video Rental Levies shall be allocable to the specific motion pictures for which they are paid. The Guilds shall be responsible for allocating to the Covered Directors and Writers of such

motion pictures the amounts paid to the Guilds pursuant to Paragraph 2 above and for paying such amounts to the Covered Directors and Writers. In order to effectuate the provisions of Paragraph 7 below, the Guilds shall, on an annual basis, supply each of the undersigned companies with a list showing the name of each Covered Director and/or Writer who is allocated monies hereunder, the name of the motion picture for which monies are allocated and the amount allocated. As of 6-1-95.

7. Crediting Against Gross Participations: If the employment agreement of any Covered Director or Writer who is entitled to monies under the terms of this settlement agreement requires that the compensation of such Covered Director or Writer be based, in whole or in part, upon or measured by a percentage of gross receipts derived from the distribution of the motion picture for which such Covered Director or Writer was employed, then such percentage compensation shall be credited against any amounts payable to such Covered Director or Writer hereunder and, likewise, any payment due to such Covered Director or Writer hereunder shall be credited against such percentage compensation. Where all or part of a Covered Director's or Writer's compensation is a specified sum of money, commonly known and referred to as a "deferral," such deferral may not be credited against amounts payable by the company to such Writer or Director hereunder.

8. Right to Reopen: If the Screen Actors Guild ("SAG") asserts a claim to any of the Author's Share of any Video Levy or Video Rental Levy under any Producer-Screen



g:\data\wp51\amptp\misc\vidlevy.95

Actors Guild Codified Basic Agreement or Screen Actors Guild Television Agreement or in negotiations for successor Agreements thereto, then the undersigned companies, and each of them, may re-open this agreement if any payment is made to SAG or to any performer(s) based upon such claim, provided that such re-opening is prospective only. In the event that SAG or any performer it represents successfully asserts a claim to any of the Author's Share of any Video Levy or Video Rental Levy, then the undersigned companies, and each of them, may also re-open this agreement. It is expressly acknowledged by the parties that SAG and those it represents have no entitlement to any portion of the Author's Share under the levies referred to herein.

The parties shall have a ninety (90) day period from the date of receipt of written notice of re-opening within which to renegotiate this agreement. If no agreement is reached within such ninety (90) day period, this agreement shall be terminated effective at the end of such ninety (90) day period or at the end of the calendar year in which the reopener occurred, whichever is later. In no event, however, shall any reopening under this agreement be effective nor work a termination of this agreement until three (3) years after the date of this agreement. All executory obligations hereunder, including but not limited to delivery of all monies to the Guilds for any periods prior to termination of this agreement, shall be fulfilled.

9. Term: Subject to the provisions of Paragraph 8 above, the term of this agreement shall be from June 1, 1995 to and including December 31, 1999 and shall apply to

collections attributable to the period after June 1, 1995 (i.e., in those countries which are behind in distributions, the fifteen percent (15%) rate under the prior agreement of the parties shall continue to be applicable to all collections and distributions attributable to periods through May 31, 1995, whenever made). Upon expiration, this agreement shall be subject to renegotiation. Upon expiration, this agreement shall be without prejudice to any position a party may wish to assert concerning matters contained herein.

10. Non-Derogation: All parties agree not to act in derogation of the terms of this agreement and to use reasonable efforts to ensure full compliance with its terms. In this regard, the undersigned companies agree that they will not propose or include in any contract with any covered Director or Writer a provision or provisions in the individual contract with said Director or Writer that waives said Director's or Writer's claim(s) to the Video Levies or Video Rental Levies that are the subject of this agreement. It is further agreed that in the event a Covered Director or Writer has expressly waived the Video Levies or Video Rental Levies that are the subject of this agreement, said waiver is superseded by this agreement.

11. Dispute Resolution Mechanism: Matters involving interpretation or application of this agreement, and disputes arising under Paragraph 1(f) above concerning the appropriate amount to be designated as Author's Share where no specific designation of the Author's Share is made by statute, regulation or practice, shall be resolved by

submission to an impartial arbitrator, who shall be selected by mutual agreement of the parties. In the event the parties are unable to agree upon an arbitrator to hear such dispute(s), the arbitrator shall be selected and the arbitration governed in accordance with the rules and procedures of the American Arbitration Association.

12. Exclusion from Collective Bargaining Agreement Provisions: With respect to monies collected and allocated in accordance with the terms of this agreement, the parties agree that such monies are not covered by the provisions of said Collective Bargaining Agreements, including the provisions governing the release of theatrical motion pictures to free television (Article 19 of the Directors Guild of America Basic Agreement, Article 15.A. of the Writers Guild of America Theatrical and Television Basic Agreement) and the provisions of said Collective Bargaining Agreements governing the distribution of free television and theatrical motion pictures in Supplemental Markets (Article 18 of the Directors Guild of America Basic Agreement, Article 24 of the Directors Guild of America Freelance Live & Tape Television Agreement, Article 51 of the Writers Guild of America Theatrical and Television Basic Agreement).

DIRECTORS GUILD OF AMERICA, INC.



Glenn Gumpel

Date: 9/2/95

WRITERS GUILD OF AMERICA, WEST, INC.
ON BEHALF OF ITSELF AND
WRITERS GUILD OF AMERICA, EAST, INC.



Brian Walton

Date: 9/13/95

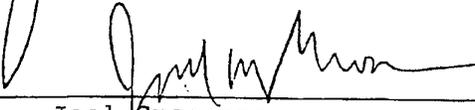
CPT HOLDINGS, INC.


Joel Grossman

10/18/95

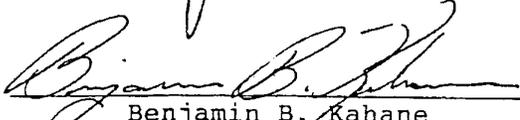
JOEL
GROSSMAN
AGAIN

COLUMBIA PICTURES INDUSTRIES, INC.


Joel Grossman

Date: 10/18/95

MGM WORLDWIDE TELEVISION INC.


Benjamin B. Kahane

Date: 10/20/95

METRO-GOLDWYN-MAYER PICTURES INC.


Benjamin B. Kahane

Date: 10/20/95

PARAMOUNT PICTURES CORPORATION


Stephen Koppekin

Date: 9/25/95

TURNER ENTERTAINMENT CO.


Roger Mayer

Date: 10/16/95

TWENTIETH CENTURY FOX FILM CORP.


Dean S. Ferris

Date: 10/18/95

FROM THE FIRST DECLARATIONS OF EMMA LEHENY AND THE DGA LAWYERS THAT THEIR TAKING OF FOREIGN LEVIES WAS "A NO GOOD DEED GOES UNPUNISHED' KIND OF THING, UNTIL THE RECENT ATTEMPT TO SUBSTITUTE A LIVING HEIR FOR A DEAD ONE, THE WGA AND DGA HAVE SAID THEY HAD NO CHOICE WHEN DEALING WITH FOREIGN COLLECTING SOCEITIES. BUT THE FOLLOWING DOCUMENT SHOWS OTHERWISE. IN FACT , WHEN READING THE ONLY GERMAN COLLECTING SOCIETY CONTRACT THE WGA HAS SIGNED, IT APPEARS THAT IT IS THE IDEA OF THE UNIONS TO GIVE THE STUDIOS 85 PERCENT OF MONEY DUE AMERICAN WRITERS.

-- AND IF IT WASN'T THE UNIONS IDEA, WHOSE IDEA WAS IT?

THE COLLECTING SOCIETIES APPEAR TO HAVE BEEN INTEGRAL TO THE DISTRIBUTION OF THE MONEY, AND TO HAVE KEPT THEIR CUT WITHOUT INTERRUPTION, AND 1988 INTERNATIONAL REGULATIONS OF THE BERNE CONVENTION LED TO THE STUDIOS NEED AND DESIRE IN A PAYOFF TO THE UNIONS.

OF COURSE, IT IS THE AUTHORS, SCREENWRITERS, DIRECTORS AND ACTORS WHO LOST IN ALL OF THIS, BARELY GETTING ANY OF THE MONEY DUE TO THEM, EVEN TODAY.



HERE
FOLLOWS
THE ONLY
GERMAN
CONTRACT
SUPPLIED BY
THE WGA.

Rod A

THIS AGREEMENT is made and entered into by and between Gesellschaft zur Wahrnehmung von Film- und Fernsehrechten mbH (hereinafter "GWFF") with its principal office located at Barerstrasse 9, 80333 Munich, Germany,

And

The WRITERS GUILD OF AMERICA, west, Inc. with its principal office located at 7000 Third Street, Los Angeles, California 90048, acting on behalf of itself and the WRITERS GUILD OF AMERICA, east, Inc. and on behalf of the respective individuals they represent as their Collective Bargaining Representatives (hereinafter "WGA")

GWFF and WGA shall hereafter collectively be referred to as the Contracting Parties.

WHEREAS, the German Copyright Law in Article 20 b provides for the payment of royalties to authors for the retransmission of Audiovisual Works by cable television systems;

WHEREAS, GWFF is a German collecting society representing authors, producers and performers of audiovisual works, including writers;

WHEREAS, WGA desires that GWFF act on its behalf in collecting and distributing the remuneration which the WGA may receive under the German Copyright Law;

Now, THEREFORE, in consideration of the promises and covenants contained herein, the Contracting Parties agree as follows:

1. Subject to all the conditions contained in this Agreement, the WGA grants to GWFF the exclusive authorization to administer the rights/claims of WGA for all US originated Audiovisual Works whether for cinema (theatrical) , television or any other medium in the territories administered by GWFF for the purposes of collection and distribution of the cable television remuneration provided for in the German Copyright Law. For the purposes of this Agreement, the term "Audiovisual Work" shall mean a work that consists of a series of moving images with accompanying sounds, if any, irrespective of the nature of the material objects, such as films or tapes, in which the works are embodied.
2. During the term of this Agreement, WGA will not grant to any other collection society or individual in the territory the rights described in paragraph 1 above.
3. Remuneration collected and distributed by GWFF to WGA shall be governed by this Agreement and the terms and conditions generally applicable to the payment of monies to members of GWFF.
 - (a) Payment shall be made by GWFF to the WGA at such times as determined by the Board of Directors of GWFF and, in principle, on an annual basis.

J. ME

g

shall be required where there is a settlement without the approval of said settlement by the WGA. It is further agreed that the WGA shall not be required to hold GWFF harmless or to pay claims where the claims of another party arise from an error, omission or act of negligence of GWFF or where the claim challenges the distribution method or formulae applied by GWFF.

9. Pursuant to this Agreement, the WGA has agreed to distribute to US directors a share of the cable television and remuneration for all US originated Audiovisual Works. Such agreement is made by WGA as the exclusive bargaining representative of directors for those Audiovisual Works covered by Guild agreements. With respect to those US originated Audiovisual Works not covered by WGA agreements, the WGA has been advised that GWFF requires that the WGA also receive royalties therefore, and the WGA has agreed to distribute such royalties to the appropriate directors. The WGA makes no representations herein with respect to the representation status of WGA regarding such directors, but agrees to hold GWFF harmless of any claims or responsibilities regarding such directors to the extent of the amount paid to the WGA by GWFF on behalf of such directors.

10. GWFF agrees to consult the WGA in advance regarding negotiations with other societies and government agencies regarding the formulae for the division of monies to rightsholders, or the distribution of monies to directors in order to represent adequately and effectively the views of WGA. To the maximum extent possible, GWFF undertakes to make the necessary arrangements to keep the WGA informed of all such deliberations and negotiations, and to provide that the WGA receives any and all of the communications relating to distributions by GWFF.

11. This contract is personal to the Contracting Parties and concluded on that basis. Except as otherwise provided herein, it is hereby formally agreed that, without the express and written authorization of the other Contracting Party, no assignment or transfer or any right, privilege or obligation under this Agreement may be made by any party to this Agreement.

12. It is mutually agreed that throughout the duration of this Agreement, the WGA and GWFF shall refrain from any interference in the exercise of the rights granted to any Contracting Party by this Agreement. GWFF expressly agrees not to enter into any direct communication or to cause any communication to be made to any directors or their heirs as represented by the WGA without the express written consent of the WGA. The WGA agrees not to unreasonably withhold its consent to acting as an intermediary for any communication necessary to GWFF's performance of its obligations under this Agreement.

13. The initial term of this Agreement shall be five years commencing on January 1, 2000, At the conclusion of the initial term, on December 31, 2004, this Agreement shall continue in force for subsequent periods of one year each, by automatic extension, if it has not been terminated by either party by letter at least three months before the expiration of the initial period or each such subsequent period.

14. This Agreement shall be governed by the laws of Germany, and the parties agree that only the courts of Munich shall have jurisdiction. *J.M.E*

- (b) The formulae used for the distribution of monies received by GWFF for US Audiovisual Works shall be non-discriminatory and shall be applied in like manner.
- (c) The transfer of any remuneration by GWFF to WGA shall be accompanied by electronic files which shall include the year of broadcast, title of the work, and names of the US writers to whom the royalties should be paid.

4. GWFF agrees to apply its distribution formula to determine the portion of the total amount payable to the WGA for the retransmission of US Audiovisual Works by cable television systems in the territory on or after January 1, 2000. In determining the portion of the total amount payable to the WGA, GWFF may deduct an administrative fee which fee shall be based on the actual costs incurred by GWFF, but, in no event, shall such fee exceed 4% of the amount available for distribution to WGA..

5. Pursuant to an agreement with the Motion Picture Association of America, Inc. (hereinafter "MPA") representing certain producers in the United States, WGA and DGA have agreed to share the remuneration that they may receive from GWFF for the retransmission of US Audiovisual Works by cable television systems. The MPA agreement divides the total remuneration payable by GWFF to US interests into two equal parts (50-50) and then provides that WGA and DGA shall share equally in one-third of one such 50% part. This agreement is effective as from January 1, 2000, and GWFF agrees to abide by the terms of such agreement until further notice from WGA. With respect to all other US producers and their organizations (e.g., AFMA), no such agreement exists and, therefore, the distribution of such monies shall be held by GWFF until an agreement on such distribution is reached by GWFF and the respective rightsholders, including WGA.

6. WGA will provide GWFF with such information as GWFF in its judgment reasonably deems necessary in order to fulfill its obligations under this Agreement. GWFF's right to collect remuneration under this Agreement is not contingent upon a prior notification by WGA that a particular Audiovisual Work is available in the territory.

7. GWFF shall take all necessary action to protect the rights granted by the WGA. All costs in connection therewith shall be borne by GWFF except those provided in paragraph 4 above or otherwise agreed to in writing in advance by WGA.

8. In cases where WGA members or their heirs register claims with GWFF asserting the failure of the WGA to make a proper distribution of the cable television remuneration previously paid out by the WGA on their behalf, the WGA agrees to hold GWFF harmless from any and all successful claims made by such parties. The WGA's hold harmless obligation shall be limited to the difference between the amount(s) paid by the WGA to an individual(s) and the amount(s) that it is subsequently determined should have been paid to such individual(s) pursuant to GWFF's distribution rules and regulations..

The WGA agreement to hold harmless and pay claims made against GWFF by the above described parties is subject to GWFF providing the WGA with prompt notice of any claim and the right of the WGA to defend, settle or require GWFF to defend said claim(s). No indemnification

J. M. E.

15. The WGA shall have the right upon reasonable notice, subject to GWFF's rules and negotiations regarding confidentiality, to audit the books and records of GWFF with respect to the collections and distributions of monies payable to the WGA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, this 1st day of March 2002. */ME*

For GWFF

For the WGA:

Ronald J. ...

John McLean

Title: Manager, Director

Title: EXECUTIVE DIRECTOR

IT IS IMPORTANT TO LOOK AT SOME OF THE PARAGRAPHS IN THIS CONTRACT MORE CLOSELY...

G

THE WGA HAS BASED ITS ENTIRE CASE AND RATIONALE FOR ITS DEALS WITH THE STUDIOS AND WITH THE GERMAN COLLECTING SOCIETIES ON "CONDITIONS IMPOSED BY THE GERMAN PATENT OFFICE." BUT HERE WE SEE THE ACTUAL CONTRACT, SIGNED AFTER THE DEAL WITH THE STUDIOS. AND IT IS THE WGA DESIRING THE SERVICES OF THE GWFF, NOT THE OTHER WAY AROUND.

WHEREAS, the German Copyright Law in Article 20 b provides for the payment of royalties to authors for the retransmission of Audiovisual Works by cable television systems;

WHEREAS, GWFF is a German collecting society representing authors, producers and performers of audiovisual works, including writers;

WHEREAS, WGA desires that GWFF act on its behalf in collecting and distributing the remuneration which the WGA may receive under the German Copyright Law;

Now, THEREFORE, in consideration of the promises and covenants contained herein, the Contracting Parties agree as follows:

I. Subject to all the conditions contained in this Agreement, the WGA grants to GWFF the exclusive authorization to administer the rights/claims of WGA for all US originated Audiovisual Works whether for cinema (theatrical), television or any other medium in the territories administered by GWFF for the purposes of collection and distribution of the cable television remuneration provided for in the German Copyright Law. For the purposes of this Agreement, the term "Audiovisual Work" shall mean a work that consists of a series of moving images with accompanying sounds, if any, irrespective of the nature of the material objects, such as films or tapes, in which the works are embodied.

CHECK THE CONTENTS OF THIS DOCUMENT AGAINST THE STATEMENTS MADE BY THE WGA IN THE FINAL SETTLEMENT AGREEMENT, QUOTED BELOW:

"WHEREAS, in the early 1990s the WGAW and the Directors Guild of America, Inc. (the "DGA") entered into various agreements with various producers, production companies and distributors regarding the division between them of the Foreign Levy Funds. Pursuant to these agreements, certain of the foreign levy Funds were are collected by the WGAW. The Guilds and the Companies also agreed, based upon a condition initially imposed by the GERMAN PATENT OFFICE, that the Guilds would distribute levies collected for all U.S. writers and directors regardless of whether a writer or director was a member of the Guilds and regardless of whether the motion picture was covered by a collective bargaining agreement." -- From the WGA SETTLEMENT

PARAGRAPH 5 SHOWS
HOW A FIFTY-FIFTY
SPLIT WITH STUDIOS
STILL ENDS UP 7 %

SAG SAYS IT MADE A
50 50 DEAL WITH
THE STUDIOS; IS
THIS WHAT THEY
MEAN?

5. Pursuant to an agreement with the Motion Picture Association of America, Inc. (hereinafter "MPA") representing certain producers in the United States, WGA and DGA have agreed to share the remuneration that they may receive from GWFF for the retransmission of US Audiovisual Works by cable television systems. The MPA agreement divides the total remuneration payable by GWFF to US interests into two equal parts (50-50) and then provides that WGA and DGA shall share equally in one-third of one such 50% part. This agreement is effective as from January 1, 2000, and GWFF agrees to abide by the terms of such agreement until further notice from WGA. With respect to all other US producers and their organizations (e.g., AFMA), no such agreement exists and, therefore, the distribution of such monies shall be held by GWFF until an agreement on such distribution is reached by GWFF and the respective rightsholders, including WGA.

6. WGA will provide GWFF with such information as GWFF in its judgment reasonably deems necessary in order to fulfill its obligations under this Agreement. GWFF's right to collect remuneration under this Agreement is not contingent upon a prior notification by WGA that a particular Audiovisual Work is available in the territory.

*WGA WANTS TO PROTECT THE
COLLECTING SOCIETIES AND THE
STUDIOS FROM ITS OWN MEMBERS
-- NON MEMBERS ARE NOT EVEN
MENTIONED*

8. In cases where WGA members or their heirs register claims with GWFF asserting the failure of the WGA to make a proper distribution of the cable television remuneration previously paid out by the WGA on their behalf, the WGA agrees to hold GWFF harmless from any and all successful claims made by such parties. The WGA's hold harmless obligation shall be limited to the difference between the amount(s) paid by the WGA to an individual(s) and the amount(s) that it is subsequently determined should have been paid to such individual(s) pursuant to GWFF's distribution rules and regulations..

The WGA agreement to hold harmless and pay claims made against GWFF by the above described parties is subject to GWFF providing the WGA with prompt notice of any claim and the right of the WGA to defend, settle or require GWFF to defend said claim(s). No indemnification

GUILD WON'T
LET WRITERS
SPEAK FREELY

12. It is mutually agreed that throughout the duration of this Agreement, the WGA and GWFF shall refrain from any interference in the exercise of the rights granted to any Contracting Party by this Agreement. GWFF expressly agrees not to enter into any direct communication or to cause any communication to be made to any directors or their heirs as represented by the WGA without the express written consent of the WGA. The WGA agrees not to unreasonably withhold its consent to acting as an intermediary for any communication necessary to GWFF's performance of its obligations under this Agreement.

13. The initial term of this Agreement shall be five years commencing on January 1, 2000, At the conclusion of the initial term, on December 31, 2004, this Agreement shall continue in force for subsequent periods of one year each, by automatic extension, if it has not been terminated by either party by letter at least three months before the expiration of the initial period or each such subsequent period.

14. This Agreement shall be governed by the laws of Germany, and the parties agree that only the courts of Munich shall have jurisdiction. *JME*

15. The WGA shall have the right upon reasonable notice, subject to GWFF's rules and negotiations regarding confidentiality, to audit the books and records of GWFF with respect to the collections and distributions of monies payable to the WGA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, this *JME*
1 day of March 2002.

For GWFF
Ronald J...

Title: Managing Director

For the WGA:
John McLean

Title: EXECUTIVE DIRECTOR

This is another WGA/DGA/
UNIVERSAL STUDIOS/
PARAMOUNT/FOX/COLUMBIA etc.
agreement, signed without notification to
any Guild members (especially SAG?)

It continues the agreements signed way
back in the
1960's between the Collecting Societies
and the
Studios, who claimed all of the royalties
for
themselves, even if the movies weren't
made by them
and the actors and writers and directors
were never
hired or paid by them.

SIDELETTER

As of January 1, 2005

Mr. Jay Roth
Executive Director
Director's Guild of America, Inc.
7920 Sunset Boulevard
Los Angeles, CA 90046

Mr. John McLean
Executive Director
Writer's Guild of America, west, Inc.
7000 Third Street
Los Angeles, CA 90048

Executive directors of the WGA/
DGA signed this 2005 letter to the
major studios. It continues giving
Studios 85 % of the royalties for
Writers and Directors, whether
Studio or not.

Re: Cable Retransmission Royalties- Europe

Gentlemen:

We have become aware that several European countries have created a separate non-music Author's Share for royalties collected from the retransmission of television broadcast signals by cable television systems. These non-music Author's Shares are in addition to (and separate and apart from) the royalties collected by U.S. film producers through AGICOA and for which payments are being made to DGA and WGA under the relevant provisions of the Collective Bargaining Agreements.

We agree that cooperation between DGA and WGA and U.S. film producers is the best way to insure that U.S. interests participate in these additional non-music Author's Shares. In particular, we recognize that in some European countries, claims for these non-music Authors' Shares must be filed by the collecting societies representing authors and that participation in these claims by DGA and WGA is essential to insure payment to U.S. interests.

You have requested the right to elect, on a country-by-country basis, to receive either:

- (a) compensation under the post-60's provisions for theatrical motion pictures and foreign telecasting provisions for television programs from all cable retransmission royalties collected by U.S. film producers (i.e., any AGICOA share plus any Authors' share plus any Performers' Share), or

THESE QUAINLY WORDED "POST 60'S" PROVISIONS IS CODE FOR THE MONEY DUE ACTORS, WRITERS AND DIRECTORS FOR HALF A CENTURY

"We agree" --
the signers
agree that they
can't get
money for US
artists without
the
representation
the WGA and
DGA say they
have -- but do
not in reality.

when they say "non music," it is code for actors, writers and directors. Actors, however, do not seem to be included in this document

- (b) compensation at the rate of fifty percent (50%) of only the non-music Author's Share of cable retransmission royalties allocable to U.S. interests (i.e., no payment would be made to DGA and WGA in such country from any distribution to U.S. film producers by AGICOA, its affiliates or any other collecting society).

Option (b) can be exercised only with regard to a country in which the non-music Author's Share is payable to one or more collecting societies representing authors and is in addition to (and separate and apart from) royalties collected by U.S. film producers through Agicoa.

During the term of this Agreement, it shall be presumed that Option (a) applies unless you elect Option (b) as hereinafter provided. You shall have the opportunity to make a one-time only election in each country to receive compensation under Option (b) above. Such election shall be made within six (60) calendar days following the receipt of information by DGA and WGA from the relevant collection societies in such country as to the anticipated royalties under Option (b). Any election shall be communicated in writing to MPA's General Counsel Europe at least 30 days prior to any claim being made under Option (b). Further, you agree that once an election is made as to a particular country under Option (b), it may not be changed or revoked during the term of this Agreement. It is understood and agreed that Option (b) has already been elected by DGA and WGA under a prior agreement and will continue to apply during the term of this Agreement in the following countries: Germany, Hungary, Poland, Slovakia and Switzerland.

If you elect Option (b), you agree that payment under the non-music Author's Share would be comparable to payment under the video and rental levy agreement applicable between DGA, WGA and certain companies, as amended effective January 1, 2005, and that, in such circumstances, all other terms and conditions of the amended agreement would apply to such election. In addition and subject to legislative developments occurring in any country now or in the future, or independently occurring foreign market place developments, including changes in Agicoa's share of cable revenues as negotiated by cable operators, DGA and WGA agree not to interfere, in any manner, with Agicoa's existing agreements or efforts to secure agreements to collect cable retransmission royalties.

If the foregoing accurately reflects our understanding, please indicate your agreement by signing below. When countersigned by all the parties, this letter shall constitute a binding agreement and shall remain in force until December 31, 2014. It may not be amended prior thereto, except by the written consent of all parties.

NOBODY KNOWS ANYTHING ABOUT THIS, LEAST OF ALL THE VARIOUS UNION MEMBERS

"remains in force until December 31st 2014"

"WE RECOGNIZE THAT IN SOME EUROPEAN COUNTRIES, CLAIMS FOR THESE NON-MUSIC AUTHOR'S SHARES [MEANING WRITERS, DIRECTORS, ACTORS] MUST BE FILED BY THE COLLECTING SOCIETIES REPRESENTING AUTHORS AND THAT PARTICIPATION IN THESE CLAIMS BY DGA AND WGA IS ESSENTIAL TO INSURE PAYMENT OF U.S. INTERESTS. "

we realize we can't collect unless you say you are the true reps of the artists

"(A) COMPENSATION UNDER THE POST-60'S PROVISIONS FOR THEATRICAL MOTIONPICTURES AND FOREIGN TELECASTING PROVISIONS FOR TELEVISION PROGRAMS FROM ALL CABLE RETRANSMISSION ROYALTIES COLLECTED BY U.S. FILM PRODUCERS (I.E. ANY AGICOA SHARE PLUS ANY AUTHOR'S SHARE PLUS ANY PERFORMER'S SHARE) OR.."

we have been taking artists money since the sixties

"IT IS UNDERSTOOD AND AGREED THAT OPTION (B) HAS ALREADY BEEN ELECTED BY DGA AND WGA UNDER A PRIOR AGREEMENT IN THE FOLLOWING COUNTRIES: GERMANY, HUNGARY, POLAND, SLOVAKIA AND SWITZERLAND"

let's keep the deals we've already made

"DGA AND WGA AGREE NOT TO INTERFERE, IN ANY MANNER, WITH AGICOA'S EXISTING AGREEMENTS OR EFFORTS TO SECURE AGREEMENTS TO COLLECT CABLE RETRANSMISSION ROYALTIES."

now that you've caught us, you won't stop us

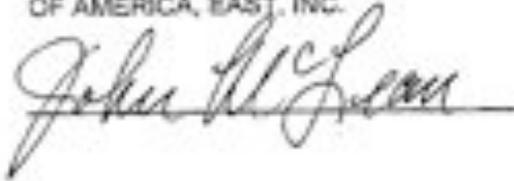
Jay Roth
John McLean
January 1, 2005
Page 3

DIRECTORS GUILD OF AMERICA, INC.



Date: 6-21-05

WRITERS GUILD OF AMERICA, WEST, INC.
ON BEHALF OF ITSELF AND WRITERS GUILD
OF AMERICA, EAST, INC.



Date: 6-1-05

BY "PERFORMER'S SHARE" THE
SIGNERS OF THIS DOCUMENT ALSO
INCLUDE MONEY OWED TO SAG
MEMBERS -- THOUGH NOT TO SAG
ITSELF. NONE OF THIS MONEY IS
OWED TO ANYONE WHO'S TAKING IT

THESE MEN ARE DIVIDING UP
ROYALTIES WITHOUT TELLING
ANYBODY UNTIL THIS YEAR, 2005,
WHEN THE RICHERT VS. WGA LAWSUIT
IS FILED AND THESE DOCUMENTS
START TO BE REVEALED ONE BY ONE

Jay Roth
John McLean
January 1, 2006
Page 4

CPT HOLDINGS, INC.

[Handwritten signature]

Date: _____

COLUMBIA PICTURES INDUSTRIES, INC.

[Handwritten signature]

Date: _____

MGM TELEVISION ENTERTAINMENT INC.

[Handwritten signature]

IN ADDITION TO THE WGA AND
DGA, HERE AGAIN ARE THE
OTHERS WHO TAKE THE
REMAINING 85% OF THE
ACTORS, WRITERS AND
DIRECTORS ROYALTIES. THEY
ARE NOT HARD TO FIND!

METRO-GOLDWYN-MAYER PICTURES

Date: _____

PARAMOUNT PICTURES CORPORATION

Date: _____

TWENTIETH CENTURY FOX FILM CORP.

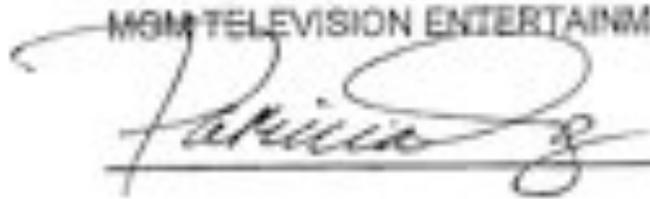
CPT HOLDINGS, INC.

Date: _____

COLUMBIA PICTURES INDUSTRIES, INC.

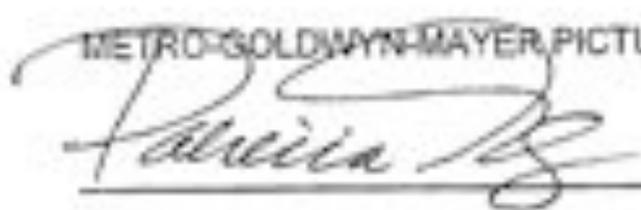
Date: _____

MGM TELEVISION ENTERTAINMENT INC.



Date: 7-14-05

METRO-GOLDWYN-MAYER PICTURES INC



Date: 7-14-05

PARAMOUNT PICTURES CORPORATION

Date: _____

TWENTIETH CENTURY FOX FILM CORP.

Date: _____

UNITED ARTISTS PICTURES INC.



Date: _____

Jay Roth
John McLean
January 1, 2005
Page 4

CPT HOLDINGS, INC.

Date: _____

COLUMBIA PICTURES INDUSTRIES, INC.

Date: _____

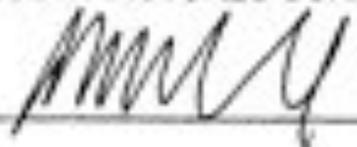
MGM TELEVISION ENTERTAINMENT INC.

Date: _____

METRO-GOLDWYN-MAYER PICTURES INC.

Date: _____

PARAMOUNT PICTURES CORPORATION



Date: 7/27/05

TWENTIETH CENTURY FOX FILM CORP.

Date: _____

UNITED ARTISTS PICTURES INC.

Date: _____

CPT HOLDINGS, INC.

Date:

COLUMBIA PICTURES INDUSTRIES, INC.

Date:

MGM TELEVISION ENTERTAINMENT INC.

Date:

METRO-GOLDWYN-MAYER PICTURES INC.

Date:

PARAMOUNT PICTURES CORPORATION

Date:

TWENTIETH CENTURY FOX FILM CORP.



Date:

9/6/05

UNITED ARTISTS PICTURES INC.

Date:

UNIVERSAL CITY STUDIOS, INC.

Date:

Jay Roth
John McLean
January 1, 2005
Page 5

UNIVERSAL CITY STUDIOS LLLP



Date: 7/18/05

WALT DISNEY PICTURES & TELEVISION

Date: _____

WARNER BROS. PICTURES INC.

Date: _____

WARNER BROS. TELEVISION PRODUCTION INC.

Date: _____

[Handwritten signature]

Date:

9/1/05

WARNER BROS. PICTURES INC.

[Handwritten signature]

Date:

9/1/05

WARNER BROS. TELEVISION PRODUCTION INC.

[Handwritten signature]

Date:

7-1-05

IMAGINE -- THE UNIONS AND THE STUDIOS
SIGNED THIS AGREEMENT AS THEY ARE ABOUT TO
ENGAGE IN A MAJOR STRIKE AGAINST ALL OF
HOLLYWOOD.

UNIVERSAL STUDIOS LLP, WARNER BROTHERS PICTURES,
WARNER BROTHERS TELEVISION, COLUMBIA, MGM TELEVISION,
MGM PICTURES, UNITED ARTISTS PICTURES, PARAMOUNT
PICTURES CORP., TWENTIETH CENTURY FOX, WALT DISNEY
PICTURES AND TELEVISION

IN SEPTEMBER 2005, 8 MONTHS
AFTER THIS "SIDELETTER" WAS
SIGNED BY THE HOLLYWOOD
STUDIOS AND UNIONS, THE RICHERT
FOREIGN LEVY LAWSUIT WAS FILED.

ONLY THEN, AS THE WGA PREPARED
TO SHUT DOWN THE INDUSTRY IN A
MASSIVE STRIKE, DID THE WGA
SUBMIT THIS AGREEMENT INTO
DISCOVERY, WHERE IT WAS KEPT
SECRET UNTIL NOW.

IT REPRESENTS MANY MILLIONS,
MONEY THE ARTISTS NEVER GOT,
WITH 85% GOING TO THE STUDIOS.

on september 14 neville johnson telephoned me at home saying he'd uncovered a scandal at the wga involving as much as 500 million of members money diverted to the studios and withheld by the union officials. but the clinker was that much of this money was taken from non-members. he asked if I was a member of the wga. i said i fired the whole bunch of them in a letter in '95 and never gave a dime in dues since because of the bogus 'american president' arbitration. neville said he he was filing a a class action lawsuit on behalf of thousands of non-members and heirs like me, and would i join? 'sign me up,' i said. and almost the next day the story broke in the ny times

1 **JOHNSON & RISHWAIN LLP**
2 NEVILLE L. JOHNSON (State Bar No. 66329)
3 BRIAN A. RISHWAIN (State Bar No. 156403)
4 JAMES T. RYAN (State Bar No. 210515)
5 NICHOLAS A. KURTZ (State Bar No. 232705)
6 12121 Wilshire Boulevard, Suite 1201
7 Los Angeles, California 90025-1175
8 (310) 826-2410
9 (310) 826-5450 fax

10 Attorneys for Plaintiff and the Plaintiff Class

11 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

13 WILLIAM RICHERT, an individual, and
14 on behalf of those similarly situated,

15 Plaintiffs,

16 v.

17 WRITERS GUILD OF AMERICA
18 WEST, INC.; AND DOES 1 THROUGH
19 20, INCLUSIVE,

20 Defendants.

CASE NO.:

CLASS ACTION (Plaintiff Class)

COMPLAINT FOR DAMAGES, AND
INJUNCTIVE AND OTHER
EQUITABLE RELIEF FOR:
(1) CONVERSION;
(2) UNJUST ENRICHMENT;
(3) ACCOUNTING;
(4) FRAUD;
(5) VIOLATION OF BUSINESS
AND PROFESSIONS
CODE §17200

DEMAND FOR JURY TRIAL

21
22 Plaintiff William Richert, on behalf of himself and all others similarly situated,
23 and demanding trial by jury, complains and alleges as follows:

24 **I.**

25 **THE PARTIES**

26 **Plaintiff**

27 1. Plaintiff William Richert ("Richert") is a resident of Los Angeles County,
28 California. He is the director and screenwriter of such films as: *Winterkills, A Night in*

1 *the Life of Jimmy Reardon, and Man in the Iron Mask.*

2 **Defendants**

3 2. Plaintiff is informed and believes, and on that basis alleges, that defendant
4 Defendant Writers Guild of America west, Inc. ("WGA") is a trade union which
5 maintains its principal place of business in Los Angeles County. In addition, the acts and
6 transactions alleged and conduct and omissions took place in Los Angeles County and
7 were conceived in Los Angeles County.

8 3. Plaintiff is ignorant of the true names and capacities of the Defendants sued
9 herein as Does 1 through 20, inclusive, and therefore sue such defendants by fictitious
10 names. Plaintiff will seek leave of Court to amend this Complaint to allege their true
11 names and capacities when they have been ascertained. Plaintiff is informed and
12 believes, and thereon alleges, that each of the fictitiously named Defendants were
13 responsible in some manner for the occurrences herein alleged, and that Plaintiff's and
14 Plaintiff Class's losses, as herein alleged, were proximately caused by their conduct.

15 4. At all times herein mentioned, all defendants, including Does 1 through 20,
16 were the agents, servants, and employees of their co-defendants, and in doing the things
17 hereinafter alleged were acting within the course and scope of their authority as those
18 agents, servants, and employees, and with the permission and consent of their co-
19 defendants.

20 **II.**

21 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

22 5. Since at least 1991, the WGA has been collecting monies due authors from
23 various foreign countries on behalf WGA members and on behalf of individuals who are
24 not members of the union.

25 6. Such monies collected include, without limitation, foreign statutory levies
26 for private copying (e.g., levies on blank video tape sales), cable transmissions of free-
27 to-air television, copying done by educational institutions, and video rentals. These
28 foreign levies are created under laws of various countries, which attribute these monies

1 6. That each Defendant pay to Plaintiff and to the Plaintiff Class an award of
2 prejudgment interest according to the proof;

3 7. Pursuant to Business and Professions Code section 17203, and pursuant to
4 the equitable powers of this Court, Plaintiff and the Plaintiff Class prays that the
5 defendants be permanently enjoined from the acts of fraudulent competition described
6 herein;

7 8. Pursuant to Business and Professions Code section 17203, and pursuant to
8 the equitable powers of this Court, Plaintiff and the Plaintiff Class prays that the
9 Defendants also be ordered, pursuant to said request for injunctive relief and otherwise,
10 to restore to Plaintiff and Plaintiff Class all monies collected and/or retained by means of
11 any act or practice declared by this Court to be unlawful, unfair, or fraudulent under
12 Business & Professions Code section 17200 et seq.; and,

13 9. That Plaintiff and the Plaintiff Class have such other and further relief as the
14 Court deems just and proper.

15
16 Dated: September 16, 2005

JOHNSON & RISHWAIN LLP
Neville L. Johnson
Brian A. Rishwain
James T. Ryan
Nicholas A. Kurtz

17
18
19
20
21 By: _____

NEVILLE L. JOHNSON
Attorneys for Plaintiff
And the Plaintiff Class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: September 16, 2005

JOHNSON & RISHWAIN LLP
Neville L. Johnson
Brian A. Rishwain
James T. Ryan
Nicholas A. Kurtz

By: 

NEVILLE L. JOHNSON
Attorneys for Plaintiff
And the Plaintiff Class

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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

EVEN AS LITIGATION
BEGINS, OUTSIDE OF
HOLLYWOOD THE BUSY
NEW TEAMSTER
ORGANIZER NOW
EXECUTIVE DIRECTOR OF
THE WGA IS FOUND IN
LITHUANIA, WHERE HE
SIGNS A FOREIGN ROYALTY
CONTRACT WHICH
BASICALLY NULLIFIES THE
ENTIRE MINIMUM BASIC
AGREEMENT HIS UNION IS
ABOUT TO STRIKE 100
DAYS OVER, COSTING THE
HOLLYWOOD ECONOMY 2.9
BILLION AND COUNTING

AGREEMENT

THIS AGREEMENT is made and entered into by and between **LATGA-A, Agency of Lithuanian Copyright Protection Association** (hereinafter "LATGA-A") with its principal office located at 4B Basanaviciaus Str., 01118 Vilnius, Lithuania,

And

The Writers Guild of America, west, Inc., with its principal office located at 7000 Third Street, Los Angeles, California 90048, acting on behalf of itself and the Writers Guild of America, east, Inc., and on behalf of the respective individuals they represent as their Collective Bargaining Representatives, (hereinafter "WGA").

LATGA-A and WGA shall hereafter collectively be referred to as the Contracting Parties.

WHEREAS, the Lithuanian Law on Copyright and Related Rights of 5 March 2003 (hereinafter "Lithuanian Copyright Law"), provides for the payment of royalties to authors for:

- a. **Private recording on blank audio or audiovisual analogue/digital media;**
- b. **Retransmissions of Audiovisual Works by cable television systems;**
- c. **Rental of copies of Audiovisual Works.**

WHEREAS, LATGA-A is a Lithuanian collecting society representing authors of audiovisual works, including writers;

WHEREAS, WGA desires that LATGA-A act on its behalf in collecting and distributing the remuneration, which the WGA may receive under the Lithuanian Copyright Law;

Now, THEREFORE, in consideration of the promises and covenants contained herein, the Contracting Parties agree as follows:

1. Subject to all conditions contained in this Agreement, the WGA grants to LATGA-A the exclusive authorization to administer the rights/claims of WGA for all US originated Audiovisual Works whether for cinema (theatrical), television or any other medium in the territories administered by LATGA-A for the purposes of collection and distribution of the remuneration for:
 - a. **Private recording on blank audio or audiovisual analogue/digital media;**
 - b. **Retransmissions of Audiovisual Works by cable television systems;**
 - c. **Rental of copies of Audiovisual Works**provided for in the Lithuanian Copyright Law. For the purposes of this Agreement, the term "Audiovisual Work" shall mean a cinematographic work or any other work created by means of cinematography, consisting of a series of related images which impart an impression of motion, whether or not accompanied by sound, and recorded (fixed) in an audiovisual recording medium.
2. During the term of this Agreement, WGA will not grant to any other collecting society or individual in the territory the rights described in paragraph 1 above.
3. For the purpose of protection of authors' rights LATGA-A shall treat members of WGA on equal terms with its own members. Remuneration collected and

distributed by LATGA-A to WGA shall be governed by this Agreement and the terms and conditions generally applicable to the payment of monies to members of LATGA-A. The WGA agrees to be bound by the rules and regulations of LATGA-A, but in case of any conflict between this agreement and the rules and regulations of LATGA-A, this Agreement shall be controlling.

- a) Payment shall be made by LATGA-A to the WGA at such times as provided for by LATGA-A distribution rules and, in principle, on an annual basis.
- b) The formulae used for the distribution of monies received by LATGA-A for US Audiovisual Works shall be non-discriminatory and shall be applied in like manner.
- c) The transfer of remuneration collected for rental of copies, cable retransmission on national channels and private copying of Audiovisual Works by LATGA-A to WGA shall be accompanied by electronic files which shall include the year of exploitation, title of the work and the amount of remuneration allocated for each title.

The remuneration collected for cable retransmission and private copying of Audiovisual Works by LATGA-A shall be transferred to the WGA as a total amount. LATGA-A shall provide electronic files in the case of the remuneration for cable retransmission of Audiovisual Works on national channels and private copying which identify the titles of the Audiovisual Works for which remuneration is being paid and a code or system to identify the relative value assigned to each work so that the WGA can distribute the proceeds transferred. With respect to foreign signals included in the remuneration paid to WGA by LATGA-A for cable retransmission and private copying, and, except for France and the United Kingdom for which a separate understanding shall apply, LATGA-A shall allocate 32.5% of the remuneration applicable to collections for the Audiovisual Works transmitted by such foreign signals for US Audiovisual Works authors.

4. Pursuant to agreement with producers in the United States, WGA has agreed to share the remuneration that it may receive from foreign collecting societies for the retransmission of US Audiovisual Works by cable television systems and for the reproduction of US Audiovisual Works under private copy levy schemes. These agreements provide for a sharing of the remuneration in certain specified percentages for the periods on or after June 1, 1990. WGA will notify LATGA-A of the portion of remuneration that it is obligated to share with such producers once it receives notification from LATGA-A of the amount available for distribution to WGA for each specified period. Thereafter, WGA will direct LATGA-A as to the distribution of such share to the appropriate producers or their representatives.
5. LATGA-A shall be entitled to deduct from the amounts it collects on behalf of the WGA the percentage necessary to cover the actual administrative costs incurred by LATGA-A. This percentage shall not exceed that which is deducted for this purpose from amounts collected for members of LATGA-A.

6. LATGA-A shall reserve the right to deduct from the remuneration it collects a maximum rate of 10% for cultural and/or social purposes.
7. WGA will provide LATGA-A with such information as LATGA-A in its judgment reasonably deems necessary in order to fulfill its obligations under this Agreement. LATGA-A's right to collect remuneration under this Agreement is not contingent upon a prior notification that a particular Audiovisual Work is available in the territory.
8. LATGA-A shall take all necessary action to protect the interests of the WGA. All costs in connection therewith shall be borne by LATGA-A except those provided in paragraph 4 or otherwise agreed to in writing in advance by WGA.
9. In cases where WGA members or their heirs register claims with LATGA-A asserting the failure of WGA to make a proper distribution of the cable television, private copy levy or rental remuneration previously paid out by the WGA on their behalf, the WGA agrees to hold LATGA-A harmless from any and all successful claims made by such parties. The WGA's hold harmless obligation shall be limited to the difference between the amount(s) paid by the WGA to an individual(s) and the amount(s) that it is subsequently determined should have been paid to such individual(s) pursuant to LATGA-A's distribution rules and regulations.

THE FAMILIAR
DISCLAIMER

The WGA Agreement to hold harmless and pay claims made against LATGA-A by the above described parties is subject to LATGA-A providing the WGA with prompt notice of any claim and the right of the WGA to defend, settle or require LATGA-A to defend said claim(s). No indemnification shall be required where there is a settlement without the approval of said settlement by the WGA. It is further agreed that the WGA shall not be required to hold LATGA-A harmless or to pay claims where the claims of another party arise from an error, omission or act of negligence of LATGA-A or where the claim challenges the distribution method or formulae applied by LATGA-A.

10. Pursuant to this Agreement, the WGA has agreed to distribute to US screenwriters a share of the cable television, private copy and rental remuneration for all US originated Audiovisual Works. Such agreement is made by WGA as the exclusive bargaining representative of screenwriters for those Audiovisual Works covered by Guild agreements. With respect to those US originated Audiovisual Works not covered by WGA agreements, the WGA has been advised that LATGA-A requires that the WGA also receive royalties therefore, and the WGA has agreed to distribute such royalties to the appropriate writers. The WGA makes no representations herein with respect to the representation status of WGA regarding such writers, but agrees to hold LATGA-A harmless of any claims or responsibilities regarding such writers to the extent of the amount paid to the WGA by LATGA-A on behalf of such writers.
11. LATGA-A agrees to consult the WGA in advance regarding negotiations with other societies and government agencies regarding the formulae for the division of monies to rightsholders, or the distribution of monies to writers in order to represent adequately and effectively the views of WGA. To the maximum extent possible, LATGA-A undertakes to make the necessary arrangements to keep the WGA informed of all such deliberations and

6. LATGA-A shall reserve the right to deduct from the remuneration it collects a maximum rate of 10% for cultural and/or social purposes.
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9. In cases where WGA members or their heirs register claims with LATGA-A asserting the failure of WGA to make a proper distribution of the cable television, private copy levy or rental remuneration previously paid out by the WGA on their behalf, the WGA agrees to hold LATGA-A harmless from any and all successful claims made by such parties. The WGA's hold harmless obligation shall be limited to the difference between the amount(s) paid by the WGA to an individual(s) and the amount(s) that it is subsequently determined should have been paid to such individual(s) pursuant to LATGA-A's distribution rules and regulations.

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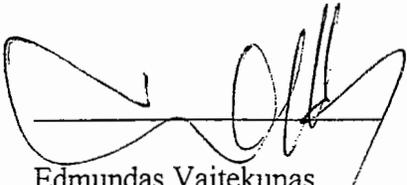
negotiations, to provide that the WGA receive any and all of the communications relating to distributions by LATGA-A.

12. This contract is personal to the Contracting Parties and concluded on that basis. Except as otherwise provided herein, it is hereby formally agreed that, without the express and written authorization of the other Contracting Party, no assignment or transfer of any right, privilege or obligation under this Agreement may be made by any party to this Agreement.
13. It is mutually agreed that throughout the duration of this Agreement, the WGA and LATGA-A shall refrain from any interference in the exercise of the rights granted to any Contracting Party by this Agreement. LATGA-A expressly agreed not to enter into any direct communication or to cause any communication to be made to any screenwriters or their heirs as represented by the WGA without the express written consent of the WGA. The WGA agrees not to unreasonably withhold its consent to acting as an intermediary for any communication necessary to LATGA-A's performance of its obligations under this Agreement.
14. The initial term of this Agreement shall be five years commencing on January 1, 2005. At the conclusion of the initial term, on December 31, 2009, this Agreement shall continue in force for subsequent periods of one year each with automatic extension, if it has not been terminated by either party by at least three months before the expiration of the initial period or any subsequent period.
15. Royalties collected before the entry into force of this agreement shall be payable in compliance with legal provisions regarding the period during which LATGA-A has an obligation to hold the royalties.
16. This Agreement shall be governed by the laws of Lithuania, and the parties agree that only the courts of Vilnius shall have jurisdiction.
17. The WGA shall have the right upon reasonable notice, subject to LATGA-A's rules and negotiations regarding confidentiality, to audit the books and records of LATGA-A with respect to the collections and distributions of monies payable to the WGA.

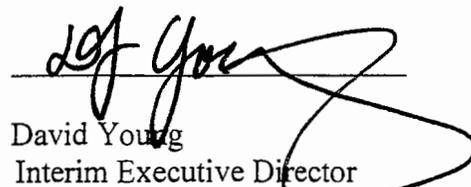
A COMPLETE
SELL OUT OF
WRITERS,
CONTINUING..

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, this 9th day of February 2006.

For LATGA-A:


Edmundas Vaitekunas
Managing Director

For the WGA:


David Young
Interim Executive Director

1 ANTHONY R. SEGALL (CSB No.101340)
GLENN ROTHNER (CSB No. 67353)
2 EMMA LEHENY (CSB No. 196167)
JEAN SHIN (CSB No. 228423)
3 ROTHNER, SEGALL & GREENSTONE
510 South Marengo Avenue
4 Pasadena, California 91101-3115
Telephone: (626) 796-7555
5 Facsimile: (626) 577-0124
E:mail: asegall@rsglabor.com

6 Attorneys for Defendant Writers Guild of
7 America, west, Inc.

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

12 WILLIAM RICHERT, an individual,
and on behalf of those similarly
13 situated,

14 Plaintiffs,

15 v.

16 WRITERS GUILD OF AMERICA,
WEST, INC.; AND DOES 1
17 THROUGH 20, INCLUSIVE,

18 Defendants.

CASE NO. CV 05-8257 MMM (PJWx)
[L.A.S.C. Case No. BC 339972]

DECLARATION OF DON GOR IN
SUPPORT OF DEFENDANT
WRITERS GUILD OF AMERICA,
WEST, INC.'S OPPOSITION TO
PLAINTIFFS' MOTION FOR CLASS
CERTIFICATION

Hearing Date: May 7, 2007
Hearing Time: 10:00 a.m.
Courtroom: 780

Honorable Margaret M. Morrow

21
22 DECLARATION OF DON GOR

23
24 I, Don Gor, hereby declare that, if called as a witness, I could competently
25 and would testify to the following of my own personal knowledge:

26
27 1. [Identification]. Since 1995, I have been employed by the Writers
28 Guild of America, West, Inc. ("WGA") as its Chief Financial Officer ("CFO"), a

1 position which was entitled Director of Finance until approximately 2003. Among
2 my job duties is the oversight of the WGA's foreign levies program.

3
4 2. [The Performance of Writing Services Under the MBA]. The WGA
5 negotiates and is a party to an industry-wide collective bargaining agreement
6 ("Minimum Basic Agreement" or "MBA") prescribing the terms and conditions of
7 employment for writers in the motion picture, broadcast, cable, interactive and
8 new media industries. When a writer performs services for a company that is
9 signatory to the MBA, that work is performed pursuant to the terms of, or is
10 "covered" by, the MBA. This is true regardless of whether the writer is a dues-
11 paying WGA member at the time that the work is performed.

12
13 3. [William Richert]. Plaintiff William Richert is a screenwriter who
14 has received foreign levy payments from the WGA on four films for which he
15 earned writing credit: "A Night in the Life of Jimmy Reardon," "The American
16 Success Company," "Winter Kills," and "The Happy Hooker." Each of these
17 films, produced between 1975 and 1988, are MBA-covered projects. The WGA
18 maintains contact information for Richert which it believes to be current. Richert
19 joined the WGA in 1980 and remained a dues-paying member for fifteen years,
20 until 1995. During that time, Richert paid a total of \$15,326.31 in union dues.
21 While a dues-paying member of the WGA, Richert repeatedly fell into arrears in
22 his payment of dues. Today, he remains in arrears for \$11,124.08 of unpaid past
23 dues to the WGA. Richert last performed MBA-covered work in the first quarter
24 of 1997. However, despite performing work under the terms of the collective
25 bargaining agreement negotiated by the WGA, Richert failed to make the required
26 report to the WGA of his earnings on the project.

27
28

1 Absent any performance of MBA-covered work during a set time period,
2 membership status changes [see Article IV ("Membership") of the WGA
3 Constitution, attached hereto and incorporated herein as Exhibit "A"]. On
4 September 30, 2002, Richert became eligible for emeritus membership status.
5 Likely because of his unpaid dues, Richert's transition was delayed until July 1,
6 2004, at which time the WGA reclassified Richert's membership status to
7 "emeritus in-arrears." At the time the complaint in this action was filed on
8 September 16, 2005, Richert remained an emeritus member of the WGA. The
9 WGA has never received a request from Richert that his WGA membership be
10 withdrawn, nor would Richert be eligible to withdraw his membership so long as
11 he remains in arrears in his payment of past dues owed [*id.*]. Richert remains an
12 emeritus member of the WGA. Absent withdrawal, emeritus membership may last
13 up to seven years [*id.*].

14
15 4. [Thames Williamson]. Plaintiff Ann Jamison has been identified
16 to the WGA as the daughter and potential heir to screenwriter Thames Williamson,
17 who received writing credit for several films produced between 1938 and 1957.
18 On April 14, 2003, the WGA placed Thames Williamson on a list of writers for
19 whom foreign levies were deemed "undeliverable." This determination was made
20 after the WGA made an extensive search for contact information using internet
21 websites, its own internal records, and additional, outside sources. The Screen
22 Writers Guild ("SWG") is the predecessor of the WGA. When the WGA was
23 formed, all members of the SWG were automatically transferred to the WGA.
24 Thames Williamson was a member of the SWG from May 1, 1945 to January 8,
25 1951. Only three of Williamson's films have generated foreign levies received by
26 the Guild: "A Bullet is Waiting," "Brimstone," and "Cheyenne" (a.k.a. "The
27 Wyoming Kid"). Each of those films are MBA-covered projects.

28

1 5. [Self-Identified Heirs of Thames Williamson]. Having
2 received a claim submitted by Thames Williamson's daughter-in-law, Nancy
3 Williamson, indicating that she and Thames Williamson's daughter, Ann Jamison,
4 were heirs to Thames Williamson, the WGA Estates Department responded. On
5 June 30, 2006, the WGA sent materials to Nancy Williamson for her signature,
6 requesting that a representative be nominated to receive funds on behalf of
7 Thames Williamson. Receiving no response, the WGA sent a second request on
8 December 4, 2006. Receiving no response, the WGA sent a third request on
9 February 15, 2007. On February 28, 2007, the WGA received a response from
10 Nancy Williamson, nominating Ann Jamison as the representative to receive funds
11 on behalf of Thames Williamson. The WGA then sent an Affidavit for
12 Distribution to Ann Jamison for her signature, together with a request for a copy
13 of Thames Williamson's will. This request is a routine step in the WGA's process
14 of identifying and confirming lawful heirs for purposes of distributing foreign
15 levies. The WGA is currently waiting for Ann Jamison to return this required
16 documentation.

17
18 6. [Norman Retchin]. Plaintiff Pearl Retchin asserts in the First
19 Amended Complaint in this action that she is the heir of screenwriter Norman
20 Retchin, who received writing credit for several films produced in 1956 and 1957.
21 Norman Retchin is listed in WGA records as a deceased WGA member. On June
22 29, 1999, the WGA listed Norman Retchin in its "cannot locate" file. Neither
23 Pearl Retchin nor anyone else has identified herself to the WGA as the rightful
24 heir to Norman Retchin for purposes of receiving foreign levy payments. Only
25 two of Norman Retchin's films have generated foreign levies received by the

26 ///
27 ///
28 ///

1 Guild: "Ride Out for Revenge" and "The Leather Saint." Both of those films are
2 MBA-covered projects.

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I declare under penalty of perjury under the laws of the United States that
the foregoing is true and correct. Executed on April 2, 2007, in Los Angeles,
California.



DON GOR

William Richert

Monday, November 20 1995

MEMO TO: SALLY BURMESTER, WGA CREDIT COMMITTEE
FROM: WILLIAM RICHERT, MEMBER WGA_w
RE: IMMEDIATE DISMISSAL OF CREDITS ADMINISTRATOR
"Even snakes lie together."
-- D. H. Lawrence

Sally, I want you to read this letter, give some thought to its contents, and then go to your desk, pack up your things and leave the WGA. You're dismissed. Fired. Finished. You have failed in your duties to the writer, you have obscured and interfered with justice, you have ignored truth and common sense in serious matters of which you can only be partly aware, since you so flagrantly disregard the soul of your duties. Although the credit manual of the WGA is x times thicker than the U.S. Constitution, and therefore subject to interpretation, you have gone beyond honorable behavior.

Last night I got home from the set and found your month-late letter attempting to explain the preposterous decision made by the WGA in Richert vs Sorkin. Somehow something clicked in me about this whole rotten situation with credit dispute, especially your summary of the Policy Review Board's interpretation of the Special Review Board's decisions pursuant to the Screen Credits Manual, etcetera, etcetera, etcetera. None of which has to do with writing.

I wrote a very excellent story which a couple of guys ripped off and made a movie out of without paying me or giving me my credit. I understand their attraction to my work, I liked it also. Your job was to protect me from the likes of them. I'm a screenwriter, plain and simple. I shouldn't require legal experts to extract help from the WGA, whose sole purpose is to look out for my rights. Instead, under your guidance, mine were stripped away.

Twelve hours before the first hearing with your three "committees" you insisted I take out certain facts from my statement, including the fact that there were Disney agreements regarding my first outline which were not included in Guild papers, as well as an outline I presented and sold before I ever involved any other writer in the development of "The President Elopes," the first being Kyle Morris.

You told me including this early chronology would mean no arbitration at all, and would eliminate any kind of credit for me, because, you said, I sold it on a "pitch."

You said a three page outline was a "pitch" and I argued that it was certainly a story. I couldn't imagine just a short while ago that anyone employed by the WGA might engage in connivance. Now I wonder why you insisted I delete those facts just hours before the first "pre-arbitration". Were you lying to me? What other facts did you fabricate or omit? What did these pre-arbiters read? I know it wasn't the scripts. They weren't allowed to read those at all.

I have always tried to follow the line in union situations because of the Sally Fields movie, but I gotta say that I am going to make sure you personally experience growth from the challenges we mutually face because you poisoned this whole process by controlling the information. You told me all the participating writers were also demanding credit, when in fact you know they'd been paid and signed off. When I asked what evidence Mr. Sorkin could have possibly presented to substantiate his claims of authorship, you told me all evidence was confidential. Therefore my "peers" were only provided with that information which you yourself selected for them to see. And besides, writers don't have peers, they have equals, and these they choose with care.

You "advised" me that sanctions and expulsion from the guild could result if I revealed any of the "secret" statements I and others made to you. This was an obvious threat to my earning a living. But did you forget, I'm a writer? How can I not speak out? I intend to find all possible ways of breaking the union shield you hide behind, exposing all your machinations. Before there was a WGA Special Committee there was the USA First Amendment. And laws against plagiarism. No thinking person can read Aaron Sorkin's re-write and not recognize it

was based on early works of mine, in character and plot and events. You were told that by several writers, including Alice Arlen who took a risk when she wrote that "The American President' belongs to Richert the way DeGaulle belonged to France." That's a fellow writer speaking. Why were you deaf to hers and all the contrary evidence to your purpose?

Even when Sorkin and Reiner were caught by the press admitting they not only knew my story but had read versions of it before they ever started writing, totally contradicting testimony before the guild, you still refuse to right the injustice. Even when Reiner and Sorkin clearly revealed, AFTER the arbitration, that there NEVER were "two stories developed independently of each other which merged at a later date," you continued to base your decision on the earlier lies, completely disregarding the facts. Are you in cahoots with someone, Sally? You can tell me. I trusted YOU, didn't I?

I cannot allow the reward for years of work in solitude and often in poverty to be snatched from me by any group or person, including you and your committees. We're dealing with issues far beyond your book of rules, issues of artfulness and stratagems of dreams not provided for on all your little forms. Lock up your desk and go home.

Tell the rest of your bums they're fired too.

Sincerely,

William Richert

FORMER Member, WGAw

cc All Concerned: Brian Walton, Cathy Reed, Ann Widdifield, John Wells, Carl Gottlieb, Daniel Petrie Jr. , Lynn Roth, Peter Lefcourt, Richard Heller, Patricia Resnik;

for Alan Horn: Aaron Sorkin, Tom Pollock, Sally Burmester, Alex Ben Block, Rob Reiner, Lowell Ganz, Babaloo Mandel, Leonard Klady, Robert Redford, Lisa Henson, Chris Barrett, Michael Ovitz, Ron Bass, Vincent Canby, David Evans Esq., Greg Paul, Jess Wittenberg, Richard Heller Esq.

--

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11 Attorneys for Defendant Writers Guild of
12 America, west, Inc.

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 WESTERN DIVISION

16 WILLIAM RICHERT, an individual;
17 PEARL RETCHIN, an individual; ANN
18 JAMISON, an individual; and on behalf
19 of those similarly situated,

20 Plaintiffs,

21 v.

22 WRITERS GUILD OF AMERICA,
23 WEST, INC.; AND DOES 1
24 THROUGH 20, INCLUSIVE,

25 Defendants.

CASE NO. CV 05-8257 MMM (PJWx)
[L.A.S.C. Case No. BC 339972]

DEFENDANT WGA'S OPPOSITION
TO MOTION FOR CLASS
CERTIFICATION

Hearing Date: May 7, 2007
Hearing Time: 10:00 a.m.
Courtroom: 780

Honorable Margaret M. Morrow

1 §§ A(5)-(6)]. Absent payment of owed dues and a request of withdrawal, emeritus
2 membership lasts up to seven years [*id.*, § A(6)].
3

4 II. THE NAMED PLAINTIFFS.
5

6 Named plaintiffs William Richert, Pearl Retchin, and Ann Jamison each
7 assert a claim to foreign levy payments arising from MBA-covered projects [Gor
8 Dec. ¶¶ 3, 4, 6]. In addition, as the plaintiffs concede in their opening brief, the
9 work generating these payments was performed by WGA members [*id.*;
10 Memorandum of Points and Authorities in Support of Plaintiffs' Motion for Class
11 Certification ("Plaintiffs' Brief"), pp. 1-2]. However, Richert, Retchin, and
12 Jamison purport to represent a class of non-members of the WGA [FAC ¶ 15].
13

14 A. Named Plaintiff William Richert.
15

16 Named Plaintiff William Richert is a screenwriter who has earned foreign
17 levy payments on four films for which he received writing credit: "A Night in the
18 Life of Jimmy Reardon," "The American Success Company," "Winter Kills," and
19 "The Happy Hooker" [Gor Decl., ¶ 3]. Each of these films, produced between
20 1975 and 1988, are MBA-covered projects and Richert, for whom the WGA
21 maintains current contact information, has in fact received payments of foreign
22 levies from the WGA for each of these films [*id.*]. The only foreign levies
23 currently held by the WGA and identified for Richert are small payments (ranging
24 from \$.63 to \$15.05) from Argentina, totaling \$80.11 [*id.*]. Currently, the WGA
25 does not issue foreign levy checks to payees when the total amount of the check is
26 less than \$100.00 [*id.*].

27 Richert became a dues-paying member of the WGA in 1980 and remained
28 one for many years, until 1995 [*id.*]. During that time, Richert paid a total of

1 \$15,326.31 in union dues to the WGA [*id.*]. While a dues-paying member of the
2 WGA, Richert repeatedly fell into arrears in his payment of dues [*id.*]. Today, he
3 remains in arrears for \$11,124.08 of unpaid past dues to the WGA [*id.*].

4 Richert last performed MBA-covered work in the first quarter of 1997 [*id.*].
5 However, despite performing work under the terms of the collective bargaining
6 agreement negotiated by the WGA, Richert failed to make the required report to
7 the WGA of his earnings on the project [*id.*]. On September 30, 2002, Richert
8 became ineligible to maintain his current membership [*id.*]. Likely because of his
9 unpaid dues, Richert's transition to emeritus membership was delayed until July 1,
10 2004, at which time the WGA reclassified Richert's status as "emeritus in-arrears"
11 [*id.*]. The WGA has never received a request from Richert that his WGA
12 membership be withdrawn, nor would Richert be eligible to withdraw his
13 membership so long as he remains in arrears in his payment of past dues owed
14 [Gor Decl., ¶ 3; Exh. A, Art. IV, § B]. Richert remains an emeritus member of the
15 WGA, as he was at the time that the complaint in this action was filed [Gor Decl.,
16 ¶ 3].

17
18 B. Screenwriter Thames Williamson.

19
20 Screenwriter Thames Williamson, who received writing credit for several
21 films produced between 1938 and 1957, has earned foreign levy payments
22 on three films, each of which are MBA-covered projects: "A Bullet is Waiting,"
23 "Brimstone," and "Cheyenne" (a.k.a. "The Wyoming Kid") [Gor Decl., ¶ 4].
24 Named plaintiff Ann Jamison alleges that she is the daughter and rightful heir of
25 Thames Williamson, who is deceased [FAC, ¶ 3]. Thames Williamson was a
26 member of the Screen Writers Guild ("SWG") the predecessor of the WGA [Gor
27 Decl, ¶ 4]. When the WGA was formed, all members of the SWG were
28 automatically transferred to the WGA [*id.*].

1 On April 14, 2003, the WGA placed Thames Williamson on a list of writers
2 for whom foreign levies were deemed "undeliverable" [*id.*]. This determination
3 was made after the WGA made an extensive search for contact information using
4 internet websites, its own internal records, and additional, outside sources [*id.*].

5 On June 30, 2006, the WGA sent materials to Nancy Williamson, who had
6 submitted a claim indicating that she, as Thames Williamson's daughter-in-law,
7 and Jamison, were heirs to Thames Williamson [Gor Decl., ¶5]. The WGA
8 requested that Nancy Williamson nominate a person to receive funds on behalf of
9 Thames Williamson [*id.*]. Receiving no response, the WGA sent a second request
10 on December 4, 2006 [*id.*]. Receiving no response, the WGA sent a third request
11 on February 15, 2007 [*id.*]. On February 28, 2007, the WGA received a response
12 from Nancy Williamson, nominating Ann Jamison as the representative to receive
13 funds on behalf of Thames Williamson [*id.*]. The WGA then sent an Affidavit for
14 Distribution to Ann Jamison for her signature, together with a request for a copy
15 of Thames Williamson's will [*id.*]. This request is a routine step in the WGA's
16 process of identifying and confirming lawful heirs for purposes of distributing
17 foreign levies [*id.*]. The WGA is currently waiting for Ann Jamison to return this
18 required documentation [*id.*]. At present, there is no confirmed heir with rights to
19 the foreign levies accrued for Thames Williamson [*id.*].

20
21 C. Screenwriter Norman Retchin.

22
23 Screenwriter Norman Retchin, who received writing credit for several films
24 produced in 1956 and 1957, has earned foreign levy payments on two MBA-
25 covered projects: "Ride Out for Revenge" and "The Leather Saint" [Gor Decl.,
26 ¶ 6]. Named plaintiff Pearl Retchin alleges in the FAC that she is the widow and
27 rightful heir of Norman Retchin, who is deceased [FAC, ¶ 2]. Norman Retchin
28 was a member of the WGA [FAC, ¶ 2; Gor Decl., ¶ 6]. On June 29, 1999, the

1 WGA listed Norman Retchin in its "cannot locate" file. Neither Pearl Retchin nor
2 anyone else has identified herself to the WGA as the rightful heir to Norman
3 Retchin for purposes of receiving foreign levy payments.
4

5 PROCEDURAL HISTORY

6

7 On September 16, 2005, plaintiff William Richert initiated this suit by
8 filing a complaint, framed as a class action, in Los Angeles Superior Court. The
9 complaint alleged that in distributing foreign levies pursuant to the Foreign Levy
10 Agreement, the WGA committed various state law torts (conversion, unjust
11 enrichment, and fraud) and violated a state statute (California Business &
12 Professions Code § 17200) by engaging in unfair business practices. Richert also
13 sought an accounting of the WGA's foreign levy program.

14 On November 22, 2005, the WGA removed the action to this Court based
15 on subject matter jurisdiction under the Labor Management Relations Act
16 ("LMRA"), 29 U.S.C. § 185. On August 22, 2006, Richert filed a First Amended
17 Complaint ("FAC") in this Court, adding two additional named plaintiffs: Pearl
18 Retchin and Ann Jamison. The WGA answered the FAC on September 8, 2006.
19 On November 30, 2006, Plaintiffs moved to remand this action to state court on
20 the ground that the Plaintiffs' state law claims are not preempted by LMRA § 301.
21 That motion has been briefed and argued and a decision is currently pending.

22 Named plaintiffs Richert, Retchin, and Jamison now move to certify a class
23 defined as:

24
25 "all persons or entities who own, or are beneficial owners of, or are
26 authors of motion picture and/or television screenplays, books, or
27 other writings as to which compensation is payable by foreign entities
28

email: njohnson@jllplaw.com

Via Email: fcbfilms@hotmail.com

On March 3, 2008

Johnson & Johnson LLP
Attorneys at Law

Neville writes to Bill:

At the last hearing, I asked the Court if I could conduct discovery, take more depositions, but I was not allowed to do so as there is still no final class certification order. The Court wants to see if we can make any progress towards resolving this matter. We have been to Federal Court and back; we are about to have a class certified. The WGA knows this case will continue on. We have been and are relentless.

And here is what actually took place at “the last hearing.” -----

Richert011708.txt
13 OKAY. ANYTHING ELSE?
14 MR. KURTZ: NO.
15 MS. LEHENY: NO.
16 THE COURT: THIS WILL BE DEEMED SUBMITTED.
WE'LL GET
17 AN ORDER OUT.
18 THE ORDER WILL DIRECT THAT COUNSEL MEET
AND CONFER 19 AND PROVIDE ME WITH A PROTOCOL AND
FORM NOTICE OF HOW WE'RE 20 GOING TO APPROACH
THIS, HOW WE'RE GOING TO IDENTIFY -- I
21 ASSUME WE'LL HAVE A THIRD PARTY ADMINISTRATOR
OF SOME TYPE 22 TO PROVIDE THE NOTICE. I WANT YOU
TO GIVE ME SOMETHING ON 23 THAT. AND I'LL PROBABLY
GIVE YOU A COUPLE WEEKS, THREE
24 WEEKS?
25 HOW MUCH TIME DO YOU WANT?
26 MS. LEHENY: THREE WEEKS IS FINE.
27 THE COURT: I WANT YOU TO COME BACK SO WE CAN
MOVE

28 FORWARD.

17

1 MR. KURTZ: YOUR HONOR, WE'RE ENGAGED IN
TRIAL --

2 MR. JOHNSON: I'M STARTING A TRIAL TUESDAY IN
ORANGE

3 COUNTY, SO I NEED ABOUT FIVE WEEKS.

4 THE COURT: EVERYTHING TAKES A LONG TIME.
I'LL

5 PROBABLY GIVE YOU A MONTH FROM THE TIME I ISSUE
THE RULING.

6 MR. JOHNSON: THAT'S FINE.

7 THE COURT: THAT WON'T HAPPEN TODAY. IT WILL
PROBABLY

8 HAPPEN TOWARD THE END OF NEXT WEEK. SO THAT WILL
GIVE YOU

9 FIVE WEEKS.

10 AND JUST A DIRECTIVE. I'LL SET A FURTHER STATUS

11 CONFERENCE. WE'LL COME BACK AND FIGURE OUT HOW
WE'RE

12 MOVING FORWARD. AND I'LL PROBABLY ASK THAT YOU
AT LEAST

13 PUT ON THE TABLE AND START DISCUSSING WHAT
MERITS DISCOVERY

14 WE'RE GOING TO HAVE TO DEAL WITH SO WE CAN GET A

15 GOING-FORWARD PLAN FOR MAYBE A SIX-MONTH

HORIZON. 16 MR. JOHNSON: OKAY.

GREAT. 17 THE

COURT: ANYTHING ELSE?

18 MS. LEHENY: NO. THANK YOU, YOUR HONOR.

19 MR. KURTZ: NO, YOUR HONOR.

20 THE COURT: THANK YOU VERY MUCH.

21

22 (THE PROCEEDINGS WERE CONCLUDED.)

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 TELEPHONE NO: 310-975-1080 FAX NO: 310-975-1095 ATTORNEY FOR (Name) Plaintiff's and Plaintiff Class	FOR COURT USE ONLY
NAME OF COURT: Los Angeles Superior Court STREET ADDRESS: 600 S. Commonwealth Ave. MAILING 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
DECLARATION IN SUPPORT OF ATTORNEY'S MOTION TO BE RELIEVED AS COUNSEL—CIVIL	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)

ATTACHMENT (Number): 2Page 1 of 1*(This Attachment may be used with any Judicial Council form.)**(Add pages as required)*

3. Overall, there has been a complete breakdown of the attorney-client relationship. Therefore, because of Mr. Richert's refusal to cooperate with me and my firm, our continued representation of Mr. Richert would be impractical and improper. As a consequence, I hereby ask to be relieved as counsel for Mr. Richert. My firm and I will remain counsel for the remaining Plaintiffs and the Plaintiff Class.

4. I have been unable to obtain Mr. Richert's consent to substitute me and my firm out of this case as his counsel. On April 25, 2008, at my direction, my associate, Nicholas A. Kurtz sent Mr. Richert an e-mail with a Substitution of Attorney form attached for his signature. Mr. Richert never responded to this e-mail and has never returned a signed Substitution of Attorney form.

5. On May 23, 2008, at my direction, my associate, Nicholas A. Kurtz sent Mr. Richert an e-mail to confirm that 1423 Euclid Street, #2, Santa Monica, CA 90404 is Mr. Richert's current address. Mr. Richert responded and positively confirmed this as his current address.

6. The relieving of me and my firm as counsel for Mr. Richert will not prejudice Mr. Richert or his rights in this case.

PEARL RETCHIN IS KNOWN TO BE DECEASED
3 WEEKS AT THIS TIME BY BOTH
PLAINTIFF'S AND DEFENDANT'S LAWYERS.

HER DAUGHTER IS SOON TO BE
APPROACHED AND PAID FOREIGN LEVIES
FORMERLY SAID TO BE "UNABLE TO
CONTACT". ALL LAWYERS INVOLVED WILL
CONTINUE TO USE PEARL'S NAME UNTIL
THIS VERY DAY.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)