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19 **UNITED STATES DISTRICT COURT**  
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 WILLIAM MORRIS ENDEAVOR  
ENTERTAINMENT, LLC, *et al.*,

22 Plaintiffs and Counterclaim  
23 Defendants,

24 v.

25 WRITERS GUILD OF AMERICA,  
WEST, INC., *et al.*,

26 Defendants and Counterclaimants,  
27 and PATRICIA CARR, *et al.*  
28 Counterclaimants.

Case No. 2:19-cv-05465-AB-AFM

**DECLARATION OF SEAN D.  
GRAHAM IN OPPOSITION TO  
PRELIMINARY INJUNCTION  
MOTIONS**

Hearing Date: Dec. 18, 2020  
Hearing Time: 10:00am  
Location: Courtroom 7B  
Judge: Hon. André Birotte, Jr.

1 I, Sean D. Graham, declare as follows:

2 1. I make this declaration from my personal knowledge and could testify  
3 competently to its contents.

4 2. I am the Director of the Agency Department at the Writers Guild of  
5 America, West, Inc. (“WGAW”), a position I have held since May 2019. Prior to  
6 assuming my present position, I was employed as an Associate Counsel, the  
7 position I held when I was first hired by the WGAW in March 2018. I am an  
8 attorney admitted to practice in the State of California.

9 3. As Director of the Agency Department, my primary job duties include  
10 managing a staff of two permanent, full-time employees, ensuring that the  
11 functions of the department are carried out, and providing guidance and advice to  
12 Guild members and staff on agency-related issues.

13 4. The primary functions of the Agency Department include:  
14 a. Advising WGAW staff and members about compliance with  
15 Working Rule 23 of the WGAW’s Code of Working Rules;  
16 b. Advising WGAW staff and members concerning the Guilds’  
17 and members’ relationships with talent agents, including  
18 enforcement of the franchise agreements between talent  
19 agencies on the one hand and the WGAW and Writers Guild of  
20 America, East (jointly, the “Guilds” or “WGA”) on the other  
21 hand;  
22 c. Resolution of disputes arising under the franchise agreements;  
23 d. Issuing “consultation letters” requested by law firms  
24 representing the sponsors of O-1 visas for writers in the motion  
25 picture or television industry, pursuant to Section 101(a)(15)(O)  
26 of the Immigration and Nationality Act and Section 214.2(o) of  
27 Title 8 of the Code of Federal Regulations; and  
28 e. Assisting in the enforcement of the WGA’s industrywide

1 collective bargaining agreement—the Writers Guild of America  
2 Theatrical and Television Basic Agreement or “MBA”—in  
3 collaboration with and based on information furnished by talent  
4 agencies.

5 5. Prior to April 2019, the franchise agreement between the WGA and  
6 the talent agencies representing its members was known as the Artists’ Manager  
7 Basic Agreement of 1976 (“AMBA”). The AMBA was an agreement negotiated  
8 in 1976 between the WGA and the trade association now known as the Association  
9 of Talent Agents (“ATA”), setting forth terms and conditions of talent agencies’  
10 representation of WGA-represented writers. During the years it was in effect,  
11 individual talent agencies “subscribed,” or became party to, the AMBA.

12 6. The AMBA expired on April 6, 2019. At the time it expired, there  
13 were approximately 234 agencies signed to the AMBA, although a number of  
14 those agencies were disbanded or not actively representing WGA members.

15 7. Starting before the expiration of the AMBA, the WGA attempted to  
16 negotiate a new franchise agreement through discussions with the ATA.  
17 Negotiators from the WGA and the ATA met in person on a total of 13 occasions  
18 during the period February 5, 2019 and June 7, 2019. Because these multi-agency  
19 sessions were unfruitful, on June 19, 2019, the WGA announced that it would no  
20 longer consent to negotiate on a multi-agency basis through the ATA. After that  
21 point, the WGA conducted all negotiations for new franchise agreements with  
22 individual agencies, not through the ATA.

23 8. When the WGA and the ATA failed to conclude negotiations for a  
24 new franchise agreement before the expiration of the AMBA on April 6, 2019, the  
25 WGA published a Code of Conduct, establishing the new terms and conditions of  
26 talent agencies’ representation of WGA-represented writers. Although the AMBA  
27 expired on April 6, 2019, the WGAW’s Board of Directors and WGAE’s Council  
28 decided to delay implementation of the Code of Conduct until April 13, 2019.

1 Talent agencies could become “franchised”—authorized by the Guilds to represent  
2 writers in a field of work governed by the MBA—by executing a “letter of  
3 adherence” to the Code of Conduct.

4 9. Approximately 40 (mostly small) agencies signed a letter of  
5 adherence to the Code of Conduct prior to April 13, 2019 without any individual  
6 negotiation with the Guilds. An additional eight agencies signed a letter of  
7 adherence to the Code between April 13 and 30, 2019 without any individual  
8 negotiation with the Guilds.

9 10. After April 13, 2019, the WGA, in an effort to reach agreements with  
10 the talent agencies that had not yet signed the Code of Conduct, entered into a  
11 series of individual negotiations with larger talent agencies that represented  
12 significant numbers of WGA members. Although the Code of Conduct was the  
13 starting point for the negotiations with individual agencies, in almost every  
14 successive negotiation the WGA agreed to modifications of the terms of the Code  
15 of Conduct, which were incorporated into the new bilateral “franchise agreement”  
16 with the agency in question. Each of these bilateral agreements also contained a  
17 most favored nations clause allowing the talent agency to accept and get the benefit  
18 of any more favorable term agreed to by the WGA in a later negotiation with  
19 another talent agency.

20 11. On or about May 16, 2019, Verve Talent & Literary Agency LLC  
21 (“Verve”) negotiated and entered into a franchise agreement with the Guilds  
22 (“Verve Franchise Agreement”). Attached hereto as Exhibit A is a true and correct  
23 copy of the Verve Franchise Agreement. Section 3.B.1. of the Verve Franchise  
24 Agreement provides:

25 No Agent shall have an ownership or other financial interest in, or shall be  
26 owned by or affiliated with any entity or individual engaged in the  
27 production or distribution of Motion Pictures.

28 Section 3.B.1. of the Verve Franchise Agreement remained unchanged from

1 Section 3.B.1. of the Code of Conduct.

2 12. On or about July 5, 2019, Culture Creative Entertainment entered into  
3 a franchise agreement with the Guilds. Section 3.B.1. remained unchanged from  
4 the Verve Franchise Agreement.

5 13. On or about July 22, 2019, Kaplan Stahler Agency (“KSA”)  
6 negotiated and entered into a franchise agreement with the Guilds (“KSA  
7 Franchise Agreement”). Attached hereto as Exhibit B is a true and correct copy of  
8 the KSA Franchise Agreement. In response to concerns KSA had about protecting  
9 the confidentiality of writer client information it would submit to the WGA under  
10 the franchise agreement, the WGA agreed to a provision (Section 3.E.1.) that the  
11 WGA will use reasonable efforts to maintain the confidentiality of writer-client  
12 information the agency provided the WGA, maintain and use such information  
13 subject to its duty of fair representation, and treat all information submitted by the  
14 agency with heightened security protocols and to limit access to WGA staff with a  
15 valid business need to access the information who have received enhanced data  
16 security training and who have signed non-disclosure agreements. Section 3.B.1.  
17 became a point of contention during the negotiations between the Guilds and KSA.  
18 Ultimately, the Guilds and KSA agreed to include a footnote to Section 3.B.1.  
19 which states:

20 Subsection 3.B.1. does not prohibit an individual agent from owning less  
21 than 3% of the shares of any publically traded entity engaged in the  
22 production or distribution of Motion Pictures.

23 The Guilds agreed to the footnote to Section 3.B.1. because it was crucial to  
24 reaching agreement with KSA and accomplished the Guilds’ objective of  
25 regulating the conflict of interest presented by agency production affiliates,  
26 because the footnote merely allowed individual agents at the franchised agency—  
27 not the franchised agency itself or its owners—to have a de minimis ownership  
28 interest in a production entity. In short, the footnote was intended to clarify that

1 Section 3.B.1. does not prohibit individual agents employed at franchised agencies  
2 from making incidental investments in entities engaged in the production or  
3 distribution of Motion Pictures as part of their personal investment portfolios.  
4 Such incidental, personal investments were not the type of conflicts that motivated  
5 the Guilds' agency campaign.

6 14. On or about July 25, 2019, Buchwald negotiated and entered into a  
7 franchise agreement with the Guilds. Section 3.B.1. remained unchanged from the  
8 KSA Franchise Agreement.

9 15. On or about November 1, 2019, The Alpern Group negotiated and  
10 entered into a franchise agreement with the Guilds. Section 3.B.1. remained  
11 unchanged from the KSA Franchise Agreement.

12 16. On or about November 13, 2019, A3 Artists Agency (f/k/a Abrams  
13 Artists Agency) negotiated and entered into a franchise agreement with the Guilds.  
14 Section 3.B.1. remained unchanged from the KSA Franchise Agreement.

15 17. On or about November 18, 2019, Rothman Brecher Erich Livingston,  
16 LLC ("RBEL") negotiated and entered into a franchise agreement with the Guilds  
17 ("RBEL Franchise Agreement"). Attached hereto as Exhibit C is a true and correct  
18 copy of the RBEL Franchise Agreement. Section 3.B.1. became a point of  
19 contention during the negotiations between the Guilds and RBEL. Ultimately, the  
20 Guilds and RBEL agreed to modify Section 3.B.1. to provide:

21 No Agent shall have more than a 5% ownership or other financial interest in,  
22 or shall be owned by or affiliated with any entity or individual that has more  
23 than a 5% ownership or other financial interest in, any entity or individual  
24 engaged in the production or distribution of Motion Pictures. Upon request  
25 by the Guild, Agent will provide documentation verifying any ownership or  
26 other financial interest subject to this provision.

27 The Guilds agreed to modify Section 3.B.1. because it was crucial to reaching  
28 agreement with RBEL, and the Guilds' assessment was that, without this

1 concession, the parties would not have arrived at an agreement. Section 3.B.1. of  
2 the RBEL Franchise Agreement accomplished the Guilds' objective of regulating  
3 the conflict of interest presented by agency production affiliates. The Guilds  
4 determined that capping the franchised agency's ownership interest in a production  
5 affiliate at 5% curtailed the risk that the franchised agency's ownership interest in  
6 the production affiliate would override its fiduciary obligation to its writer clients.  
7 As part of the agreement to permit a 5% ownership interest, the Guilds required the  
8 agency to provide the Guilds information sufficient to prove, on an ongoing basis,  
9 that the agency's ownership interest remained within the limits established in  
10 Section 3.B.1. To the best of the Guilds' knowledge, RBEL did not have a greater  
11 than 5% ownership or other financial interest in, and was not owned by or  
12 affiliated with any entity or individual that had more than a 5% ownership or other  
13 financial interest in, any entity or individual currently engaged in the production or  
14 distribution of Motion Pictures as of the date it became franchised.

15 18. On or about January 17, 2020, The Gersh Agency, Inc. negotiated and  
16 entered into a franchise agreement with the Guilds. Section 3.B.1. remained  
17 unchanged from the RBEL Franchise Agreement.

18 19. On or about January 21, 2020, the Agency for the Performing Arts,  
19 LLC negotiated and entered into a franchise agreement with the Guilds. Section  
20 3.B.1. remained unchanged from the RBEL Franchise Agreement.

21 20. On or about January 24, 2020, Innovative Artists Talent and Literary  
22 Agency, Inc. negotiated and entered into a franchise agreement with the Guilds.  
23 Section 3.B.1. remained unchanged from the RBEL Franchise Agreement.

24 21. On or about March 23, 2020, Paradigm Talent Agency, LLC  
25 ("Paradigm") negotiated and entered into a franchise agreement with the Guilds  
26 ("Paradigm Franchise Agreement"). Attached hereto as Exhibit D is a true and  
27 correct copy of the Paradigm Franchise Agreement. Section 3.B.1. became a point  
28 of contention during the negotiations between the Guilds and Paradigm.

1 Ultimately, the Guilds and Paradigm agreed to modify Section 3.B.1. to provide:  
2 No Agent shall have more than a 10% non-controlling ownership or other  
3 financial interest in, or shall be owned by or affiliated with any entity or  
4 individual that has more than a 10% non-controlling ownership or other  
5 financial interest in, any entity or individual engaged in the production or  
6 distribution of Motion Pictures. Upon request by the Guild, Agent will  
7 provide documentation verifying any ownership or other financial interest  
8 subject to this provision.

9 The Guilds agreed to modify Section 3.B.1. because it was crucial to reaching  
10 agreement with Paradigm, and the Guilds' assessment was that, without this  
11 concession, the parties would not have arrived at an agreement. The Guilds  
12 determined that capping the franchised agency's ownership interest—which could  
13 only be a *non-controlling* interest—in a production affiliate at 10% curtailed the  
14 risk that the franchised agency's ownership interest in the production affiliate  
15 would override its fiduciary obligation to its writer clients. In fact, the Guilds only  
16 agreed to the 10% limitation on the condition that the agency's ownership interest  
17 be a non-controlling one. To the best of the Guilds' knowledge, Paradigm did not  
18 have a greater than 10% ownership or other financial interest in, and was not  
19 owned by or affiliated with any entity or individual that had more than a 10%  
20 ownership or other financial interest in, any entity or individual currently engaged  
21 in the production or distribution of Motion Pictures as of the date it became  
22 franchised.

23 22. On or about July 15, 2020, United Talent Agency, LLC (“UTA”)  
24 negotiated and entered into a franchise agreement with the Guilds (“UTA  
25 Franchise Agreement”). Attached hereto as Exhibit E is a true and correct copy of  
26 the UTA Franchise Agreement. Section 3.B.1. became a point of contention  
27 during the negotiations between the Guilds and UTA. Ultimately, the Guilds and  
28 UTA agreed to modify Section 3.B.1. to provide:



1 No Agent shall have more than a 20% non-controlling ownership or other  
2 financial interest in, or shall be owned by or affiliated with any entity or  
3 individual that has more than a 20% non-controlling ownership or other  
4 financial interest in, any entity or individual engaged in the production or  
5 distribution of Motion Pictures (“Affiliate Production Entity”). Agent shall  
6 not have any creative, financial, or operational controls over any Affiliate  
7 Production Entity. With regard to any Affiliate Production Entity, upon  
8 reasonable written request by the Guild, Agent will provide written  
9 documentation to verify both the identity of the Affiliate Production Entity  
10 and the ownership percentage or other financial interest subject to this  
11 provision, provided that Agent may redact all confidential and/or proprietary  
12 information contained in any such documentation disclosed under this  
13 Subsection.

14 The Guilds agreed to modify Section 3.B.1. because it was crucial to reaching  
15 agreement with UTA and the Guilds’ assessment was that, without this concession,  
16 the parties would not have arrived at an agreement. The Guilds refused to agree to  
17 permit a greater-than-20%-ownership interest, because the Guilds determined that  
18 a greater-than-20%-ownership interest presents an unmanageable conflict of  
19 interest, the point at which the agency can no longer fulfill its fiduciary obligations  
20 to its writer clients. The Guilds determined that capping the franchised agency’s  
21 ownership interest in a production affiliate at 20% curtailed the risk that the  
22 franchised agency’s ownership interest in the production affiliate would override  
23 its fiduciary obligation to its writer clients. In addition to preserving the condition  
24 that the agency ownership be a non-controlling one in the production affiliate, the  
25 Guilds were also able to secure additional safeguards—namely, the prohibition on  
26 the agency exercising any creative, financial, or operational control over the  
27 production affiliate—as part of the agreement to raise the cap to 20%. To the best  
28 of the Guilds’ knowledge, UTA did not have a greater than 20% ownership or

1 other financial interest in, and was not owned by or affiliated with any entity or  
2 individual that had more than a 20% ownership or other financial interest in, any  
3 entity or individual currently engaged in the production or distribution of Motion  
4 Pictures as of the date it became franchised.

5 23. On or about August 5, 2020, International Creative Management  
6 Partners LLC negotiated and entered into a franchise agreement with the Guilds.  
7 Attached hereto as Exhibit F is a true and correct copy of the ICM Franchise  
8 Agreement. Section 3.B.1. remained unchanged from the UTA Franchise  
9 Agreement.

10 24. Article XVI of the WGAW's Constitution and Bylaws  
11 ("Constitution") provides that the WGAW may adopt "working rules governing  
12 the working relationships of members with one another, employers, agents and  
13 others with whom writers have professional dealings." Working Rule 23 provides  
14 that "[n]o writer shall enter into a representation agreement whether oral or written,  
15 with any agent who has not entered into an agreement with the Guild covering  
16 minimum terms and conditions between agents and their writer clients."  
17 Violations of the working rules can result in the imposition of discipline on a  
18 member in accordance with Article X of the Constitution, subject to the notice and  
19 hearing requirements contained in Article X.B.

20 25. In accordance with Working Rule 23, WGA members were not  
21 permitted to be represented by talent agencies that had not entered into a franchise  
22 agreement with the WGA as of April 13, 2019.

23 26. When the AMBA expired on April 6 2019, most of the largest talent  
24 agencies representing WGA members had not yet agreed to the Code of Conduct  
25 or any form of a new franchise agreement with the WGA. Accordingly, on or  
26 about April 12, 2019, the WGA informed its members by an email entitled "WGA  
27 Agency Code of Conduct Implementation" that they were required to terminate  
28 their representation (solely with respect to WGA-covered work) by any talent

1 agency that had not entered into a franchise agreement with the Guilds as of April  
2 13, 2019, and instructed members to complete an electronic agency-representation  
3 termination letter linked to in the email. Attached hereto as Exhibit G is a true and  
4 correct copy of the agency-representation termination letter the WGA emailed on  
5 April 12, 2019 to each WGA member represented by an agency that had not  
6 entered into a franchise agreement with the Guilds. The termination letter states:

7 “Effective April 13, 2019, if your agency has not signed a franchise  
8 agreement with the Writers Guild of America, whether in the form of a Code  
9 of Conduct or a negotiated agreement, under WGA rules I can no longer be  
10 represented by you *for my covered writing services*. Once your agency is  
11 again in good standing with the Writers Guild, we can reestablish our  
12 relationship. Thank you.”

13 (Emphasis added.)

14 27. Thousands of WGA members executed and returned the agency-  
15 representation termination letter. The Guilds then delivered those termination  
16 letters to the members’ respective former talent agencies. An additional, small  
17 group of writers notified the WGA that they had terminated their agents through  
18 other means, such as personally written termination letters. In all, over 7,000  
19 WGA members terminated non-franchised agents after expiration of the AMBA.

20 28. Attached hereto as Exhibit H is a true and correct copy of the “Rules  
21 for Implementation of the WGA Code of Conduct for Agents” adopted by the  
22 governing bodies of the WGA (the WGAW’s Board of Directors and the WGAE’s  
23 Council, respectively). The “Rules for Implementation of the WGA Code of  
24 Conduct for Agents” have been published to the WGAW’s website since April 12,  
25 2019, and state, in part:

26 1. If you are represented by an agency that is not signed to the Code of  
27 Conduct, you must inform the agency that it may not represent you  
28 *with respect to your WGA-covered work* until such time as it

1 subscribes to the Code of Conduct.

2 2. You may not permit a non-franchised agent to represent you *with*  
3 *respect to any future WGA-covered work*, including deals that were  
4 first discussed but not completed before the implementation of the  
5 Code of Conduct.

6 3. You are not prohibited from consulting or communicating with a non-  
7 franchised agent regarding other matters, including (a) *non-WGA*  
8 *covered employment or services* . . . .

9 (Emphasis added.)

10 29. Attached hereto as Exhibit I is a true and correct copy of the  
11 “Working Rule 23 Implementation FAQ” on the WGAW’s website. With respect  
12 to writer-producers (including showrunners), the “Working Rule 23  
13 Implementation FAQ” states:

14 **Can an unfranchised agency represent me as a producer?**

15 The employment of TV writer-producers is specifically covered  
16 in the MBA. (see Articles 1 and 14). Those provisions  
17 specifically say that certain producing services are deemed part  
18 of writing when performed by writer-producers. Thus, when an  
19 agent makes a deal for a *hyphenate* in television—usually an  
20 overall deal or a series contract for a per episode fee—the  
21 *writer-producer services* are deemed covered under the MBA.  
22 An agent can’t represent or split off the producing duties in this  
23 circumstance. For a theatrical writer who is also hired as a  
24 producer on the same project, the same rules apply. A non-  
25 franchised agency cannot represent you on a theatrical project  
26 where you would be a writer and producer.

27

28 Thus, under Working Rule 23 non-franchised agents cannot

1 represent WGA writers *with respect to these hyphenate*  
2 *services*, and a member who has historically been employed as  
3 a hyphenate cannot avoid the Guild’s jurisdiction by re-labeling  
4 a contract as a producer-only deal.

5  
6 *The working rule doesn’t cover other producing.* Of course,  
7 anything additional a member is willing to do to support the  
8 goal of eliminating agency conflicts of interest will help the  
9 campaign, and many producers who are Guild members have  
10 gone above and beyond the working rule obligations.

11 The “Working Rule 23 Implementation FAQ” also states:

12 **I’m represented by an agency for both writing and another**  
13 **area of work not covered by the Guild (stand-up**  
14 **performance, acting, directing, writing plays, etc.). Is it**  
15 **mandatory that I leave the agent for my non-Guild-covered**  
16 **work?**

17 *The Guild cannot direct you to leave your agency for work*  
18 *that isn’t covered by the WGA*, although we encourage you to  
19 be represented for all your work by a franchised agency that is  
20 not conflicted. Many members have gone beyond the working  
21 rule in order to further assist the agency campaign by leaving  
22 agents for directing and other non-WGA covered work. Contact  
23 the elected leadership for more information.

24 (Emphasis altered.)

25 30. The WGAW Agency Department has received questions from WGA  
26 staff and members concerning Working Rule 23 compliance, and Agency  
27 Department staff give advice consistent with Guild policy as reflected in Working  
28 Rule 23, the “Rules for Implementation of the WGA Code of Conduct for Agents,”

1 and the “Working Rule 23 Implementation FAQ.” That is, the WGA tells  
2 members that they may not be represented by a non-franchised agency in relation  
3 to their MBA-covered writing work, but that it is their choice whether to be  
4 represented by a non-franchised agency in relation to any non-MBA-covered work.

5 31. Article XVI of the Constitution provides that violations of the  
6 WGAW Code of Working Rules are subject to discipline under Article X of the  
7 Constitution. To date, since April 13, 2019, there have been no formal disciplinary  
8 proceedings and no disciplinary action taken against any member on the basis of a  
9 Working Rule 23 violation.

10 32. Attached hereto as Exhibit J is a true and correct copy of the “Limited  
11 Delegation of Authority to Negotiate Overscale Terms with Guild-Signatory  
12 Companies,” which the WGA sent via email to attorneys and managers who  
13 represent WGA members. The attorneys and managers who received this email  
14 are identified in Exhibit B to Plaintiff and Counterclaim Defendant UTA’s First  
15 Set of Interrogatories. The WGA unilaterally issued this delegation of authority to  
16 managers and attorneys, because it had received reports that agents were claiming  
17 that writers could not legally obtain new work without agency representation, and  
18 that deals that were partially negotiated as of April 12, 2019 could not legally be  
19 negotiated or concluded without ongoing agency involvement. It became clear to  
20 the Guilds that the non-franchised agencies were trying to prevent their former  
21 clients from obtaining *any* new work, by overstating their authority,  
22 misrepresenting the law, threatening managers and lawyers with potential lawsuits,  
23 and other deceptive tactics. To respond to these tactics and otherwise ensure that  
24 their members could continue to earn their livelihoods, the Guilds unilaterally  
25 drafted the delegation without the participation of, or any agreement with, the  
26 managers or attorneys to whom bargaining authority was being delegated. There  
27 was no agreement with any managers or lawyers at all, much less any agreement to  
28 drive agencies out of the talent representation business. A very small number of

1 managers—likely no more than ten—contacted the Guilds with questions about the  
2 communication identified in Exhibit J; in response, Guild staff reiterated the  
3 information contained in the email.

4 33. Attached hereto as Exhibit K is a true and correct copy of an April 16  
5 email entitled “Update on Managers and Attorneys” from WGAW President David  
6 A. Goodman to the WGA membership. To date, since April 16, 2019, the WGA  
7 has not received a single request from a manager or attorney for indemnification  
8 pursuant to the email identified in Exhibit K, nor have the Guilds provided  
9 indemnification to any manager or attorney.

10 34. It is common for WGA members to change agency representation.  
11 Typically, WGA members and the agencies operate on oral representation  
12 agreements that are terminable at will by either party. It is rare for a WGA  
13 member and a talent agency to enter into a written representation agreement; even  
14 when there is a written representation agreement, the term is limited to two years  
15 under the Code of Conduct and the franchise agreements that talent agencies other  
16 than WME and CAA have signed with the Guilds. Under those franchise  
17 agreements, an agency may only commission writer deals negotiated during the  
18 term of the representation agreement (assuming the agency is not entitled to  
19 receive packaging fees on the project in question, in which case the agency may  
20 not commission the writer’s compensation). If WME and CAA were to enter into  
21 franchise agreements with the Guilds, writers wishing to be represented by them  
22 could terminate existing at-will representation agreements with other agencies and  
23 elect to be represented by WME and CAA. For the small number of WGA  
24 members who have written representation agreements with their agencies, those  
25 writers could seek representation at WME or CAA upon the expiration of the term  
26 of the pre-existing representation agreement. In that event, the only ultimate harm  
27 to WME and CAA would be the loss of commissions they might have earned had  
28 the representation started earlier.

1           35. Approximately 7,000 WGA members are represented by a group of  
2 approximately 800 management companies. According to WGA records, the  
3 management company representing the greatest number of WGA members, 3 Arts  
4 Entertainment, represents approximately 400 writers, roughly one-third to one-  
5 fourth of the number of WGA members CAA and WME each represented as of  
6 April 12, 2019. An additional 15 management companies represent between 100  
7 and 275 WGA members.

8           36. Some managers have become producers on projects involving their  
9 clients. Producing by managers is qualitatively different than agency affiliate  
10 production. Agency affiliate production entities, such as wiip and Endeavor  
11 Content (or one of their subsidiaries) are signatory to the MBA; that is, the agency  
12 affiliate production entity is the employer of the WGA member, is in a collective-  
13 bargaining relationship with the Guilds, and negotiates directly with the WGA  
14 member about overscale compensation and other employment terms. Producing by  
15 managers typically involves the management company entering into an agreement  
16 with the studio for the provision of producing services on a given project; in that  
17 case, the management company does not employ the writer and is not in a  
18 collective bargaining relationship with the WGA.

19           I declare under penalty of perjury under the laws of the United States of  
20 America that the foregoing is true and correct.

21  
22 Executed this 4th day of December, 2020 at Los Angeles, California.

23  
24  
25 

26 Sean D. Graham



# Exhibit A

**CODE OF CONDUCT/FRANCHISE AGREEMENT  
[WGA COUNTER-PROPOSAL MAY 15, 2019]**

This mutually agreed upon Code of Conduct/Franchise Agreement ("Agreement") between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, "Guild" or "WGA") and Verve Talent & Literary Agency LLC ("Agent") governs Agent's representation of covered writers ("Writers") engaged in the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement ("CBA"). Agent agrees to be bound by all terms and conditions contained herein, including the appended Standard Representation Agreement ("Rider W") and Rules Governing Arbitration, which are incorporated as part of this Agreement. The works written by Writers under a Guild CBA are referred to herein as "Motion Pictures."

**SECTION 1 - PURPOSE AND SCOPE**

Consistent with its role as exclusive bargaining representative, the Guild is authorized by law to specify the terms under which an agent may be delegated to perform certain representational duties. The purpose of this Agreement is to ensure that Agent fulfills its fiduciary duties and to align Agent's financial incentives with those of its writer clients.

This Agreement shall be limited to the Agent's representation of Writers with respect to the option and sale of literary material or the rendition of writing services in a field of work covered by a Guild CBA. The provisions of the Agreement shall not apply to the Agent's representation of a Writer with respect to the Writer's non-writing services or other services not covered by a Guild CBA or as to which the Guild is not the exclusive bargaining representative.

**SECTION 2 - PARTIES BOUND**

The terms of the Agreement shall be binding on the Agent and all of its individual agents, employees, partners, principals, joint venturers and shareholders. With respect to the obligations under this Agreement, Agent shall at all times remain vicariously liable for the actions taken by such individuals on its behalf or within the scope of the individuals' employment or agency.

**SECTION 3 - STANDARDS OF CONDUCT FOR AGENTS IN PROVIDING SERVICES**

**A. AGENT-WRITER RELATIONSHIP**

1. Agent shall at all times act as a fiduciary of Writer, and shall comply with all fiduciary duties imposed by statute or common law.
2. Agent's representation of Writer shall not be influenced by its representation of any other Writer.
3. Agent shall promptly disclose to Writer all inquiries, offers and expressions of interest regarding employment or sale or option of literary material, and shall keep Writer apprised of the status of all negotiations.
4. Agent shall maintain confidentiality with respect to Writer's employment and financial affairs, except as otherwise provided herein or in the event Writer requests disclosure.

5. Prior to submitting Writer for employment on a project, Agent shall make a good faith effort to ascertain whether the employer or producer has secured underlying rights necessary for the assignment and shall provide Writer with all pertinent information.
6. Agent shall be responsive and professional in communicating with Writer.

B. CONFLICT OF INTEREST

1. No Agent shall have an ownership or other financial interest in, or shall be owned by or affiliated with any entity or individual engaged in the production or distribution of Motion Pictures.
2. No Agent shall have an ownership or other financial interest in, or shall be owned by or affiliated with any business venture that would create an actual or apparent conflict of interest with Agent's representation of a Writer.
3. No Agent shall derive any revenue or other benefit from a Writer's option or sale of material for or employment on a Motion Picture project, other than a percentage commission based on the Writer's compensation or fee.
4. No Agent shall accept a packaging fee, or any other money or thing of value from the employer of a Writer, with the exception of gifts or gratuities that are customary and de minimis.
5. The following activities by an Agent shall not be deemed conflicts of interest prohibited by this Agreement:
  - a. An Agent's concurrent representation on a commission basis of multiple clients employed or submitted for employment on the same Motion Picture project. Upon request by Writer, Agent shall disclose to Writer the names of all other Writers represented by Agent who are employed on, or actively being submitted for employment on, a project. Such disclosure shall be made in writing within ten (10) days of the Writer's request.
  - b. An Agent's representation, on a commission or fee-for-service basis of a producer (e.g., a POD) attached to a Motion Picture project, provided that such producer shall not employ, or purchase or option literary material from, any Writer on the project.
  - c. An Agent's representation, on a commission or fee-for-service basis, of the owner of or holder of rights in intellectual property on which a Motion Picture project will be based.
6. Agent shall disclose to Writer any fact or relationship suggesting or potentially creating a conflict of interest arguably prohibited by this Agreement.

C. AGENT COMPENSATION

1. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a Motion Picture under any applicable CBA (including, but not by way of limitation, supplementary or additional minimum compensation of any kind pursuant to Articles 14.G., 15., 16., 64. of the applicable WGA Theatrical and Television Basic Agreement).
2. Agent shall not circumvent limits on commissions under this Agreement by charging fees for other services, except that Agent shall be permitted to receive compensation for feature film financing and sales services, subject to the following limitations:
  - a. In the event Writer retains Agent to perform these services, Agent shall fully disclose the relevant fees in writing prior to incurring them, and Writer may choose whether to proceed with Agent's performance of services;
  - b. In the event Agent is retained to perform such services by a party other than the Writer, Agent shall fully disclose the relevant fees, in writing to the Writer. Such disclosure shall be made at the earliest possible time. In the event that Agent's agreement to provide such services predates Writer's involvement in the project, disclosure shall be made before Writer enters into any contractual commitment for the project;
  - c. The services described in this subsection C.2 shall be permitted on films with intended budgets greater than \$20 million only with the consent of the Guild; for clarity, Guild's consent is not required for films with intended budgets of less than \$20 million. The Guild will consult with the Writer and consent will not be unreasonably denied;
  - d. In no event shall an offer of employment or purchase of material made to a Writer be contingent on any other party agreeing to retain Agent for feature film financing or sales services; and
  - e. On Guild's request, but no more frequently than on a semi-annual basis, Agent shall provide the Guild with a list of films involving covered Writers on which Agent is performing financing or sales services and has secured financing or sales. The list shall include the name of the Writer, the intended budget of the film, and the amount of fees received by Agent for performing such film financing and sales services.

3. Agent shall provide promptly and no less frequently than quarterly to Writer and to the Guild an itemized statement showing in standardized electronic format (a) all compensation received by or on behalf of Writer; and (b) all commissions received by Agent related to its representation of Writer. Writer and Guild shall have the reasonable right to audit such statements. Where an Agent has provided feature film financing and sales services, as described in subsection 2 above, Agent shall provide documentation of the related fees when Writer or Guild audits the Agent's commissions received by Agent related to its representation of Writer.

D. NOTIFICATION TO GUILD

1. Agent shall provide the Guild with a copy of the agreement or a summary of essential deal terms of any agreement engaging the Writer's services or acquiring the Writer's written material no later than 10 days after the earlier of (a) the existence of a binding contractual commitment; or (b) the commencement of Writer's writing services. Where such agreement is later amended or superseded by a long-form agreement, Agent shall also provide the Guild with a copy of the amendment or long-form agreement.
2. Agent shall provide the Guild with notice of Writer's commencement of services or delivery of literary material, or other material fact triggering compensation, by copying the Guild on any invoice relating to the payment obligations.
3. Agent shall provide the Guild with copies of all representation agreements with Writer.
4. Insofar as the notification to the Guild under this subsection D requires the provision of confidential information relating to a specific Writer, the Guild shall use reasonable efforts to maintain the confidentiality of the information and such efforts shall in no event be less than the efforts the Guild uses to protect its own confidential information. The Guild shall maintain and use such information subject to its duty of fair representation, provided that nothing in this subsection D shall prohibit the Guild from aggregating the data in a manner that does not disclose the confidential information of a particular Writer and/or Agent.

E. ENFORCEMENT OF CBA AND WRITER'S INDIVIDUAL WRITING AGREEMENTS

1. Agent shall not encourage Writer to violate any provision of a CBA.
2. Agent shall zealously advocate for Writer's best interests in all aspects of the employment relationship, including but not limited to the following:
  - a. Advocating against Writer's performance of uncompensated or speculative writing services;
  - b. Advocating in favor of multiple steps in theatrical deals; and
  - c. Protecting Writer from abusive hiring practices such as sweepstakes pitching.

3. Agent shall be aware of and monitor the contractual deadline for the payment of all compensation to the Writer, and shall immediately notify the Guild in the event a payment is late.
4. Agent shall cooperate fully with the Guild in any investigation or contract enforcement action undertaken on behalf of a Writer.
5. Agent shall not encourage Writer to violate any Guild rule.

**F. NON-DISCRIMINATION AND INCLUSION**

1. Agent is committed to representing diverse Writers. Agent shall comply with any applicable state and federal anti-discrimination laws in its selection and representation of Writers.
2. Agent supports industry-wide efforts to prevent harassment and discrimination and its Writers' interest in avoiding being subjected to a hostile work environment or other forms of workplace harassment. Agent shall not schedule or refer Writer to a meeting regarding potential employment in a hotel room or other location posing a threat to Writer's personal safety.
3. Agent shall make reasonable good faith efforts to refer qualified diverse Writers for open writing assignments.
4. Agent shall consult with Writer regarding diversity as a factor in their procurement of employment.
5. Agent shall make reasonable good faith efforts to support Guild's diversity and inclusion efforts. Agent shall provide the Guild with an annual public report summarizing Agent's diversity efforts.

**SECTION 4 - STANDARD REPRESENTATION AGREEMENT (RIDER W)**

Appended to this Agreement as Attachment 1 is the standard representation agreement, referred to herein as "Rider W." The terms of Rider W shall be deemed to be incorporated into any representation agreement, written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in their representation agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

**SECTION 5 - DISPUTE RESOLUTION**

- A. The following controversies between the Guild and an Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2:
  1. Any dispute concerning the interpretation of, or the performance of any obligation under the Agreement;
  2. Any dispute concerning the interpretation of, or the performance of any obligation under, Rider W; and

3. Any claim brought by the Guild to terminate this Agreement based on an alleged material violation of this Agreement or Rider W.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy that is within the scope of this Agreement. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief against Agent, including suspension or termination of this Agreement. Upon a finding that the opposing party acted in bad faith, the arbitrator may also award attorneys' fees and costs to the prevailing party.
- C. The decision of an arbitrator under this section shall be final and binding except as expressly provided herein, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Notwithstanding the foregoing, any arbitration award terminating this Agreement and Agent's right to represent covered Writers shall be subject to *de novo* review in a court of competent jurisdiction.

#### **SECTION 6 - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall be effective upon the date that both parties execute it (the "Effective Date"). This Agreement shall not apply to, nor impair the right of Agent to receive compensation based on, services rendered by Agent before such Effective Date.
- B. In administering the disclosure requirements under subsections 3.C.3. and 3.F.5. above, the Guild will take into account Agent's limited staffing and recordkeeping capacities.
- C. If any provisions of this Agreement are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.

#### **SECTION 7 - TERMINATION OR MODIFICATION**

- A. This Agreement shall remain in effect until April 12, 2022, unless it is found to be unenforceable or is ordered terminated by an arbitrator or court of competent jurisdiction. Thereafter, either the Guild or the Agent shall have the right to terminate and propose modifications to the Agreement by serving written notice on the other party at least 90 days prior to the termination date. If neither party serves timely notice of termination, the Agreement will automatically be extended for additional one-year periods, subject to the right of either party to serve a notice of termination at least 90 days prior to the termination date then in effect.
- B. Agent shall have the right to terminate its obligations under this Agreement upon written notice to Guild. Agent's termination shall be effective 90 days after its service of such notice.

**SECTION 8 – MOST FAVORED NATIONS**

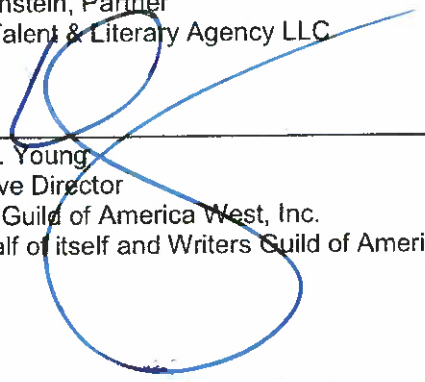
In the event that after the Effective Date, Guild enters into an agreement with any other agency or association representing agencies containing terms or conditions more favorable to the agency than those contained herein, Agency shall have the option of accepting any or all of the more favorable terms.

**AGREED AND ACCEPTED:**



\_\_\_\_\_  
Bill Weinstein, Partner  
Verve Talent & Literary Agency LLC

5/16/19



\_\_\_\_\_  
David J. Young  
Executive Director  
Writers Guild of America West, Inc.  
on behalf of itself and Writers Guild of America East, Inc.



## ATTACHMENT 1 TO CODE OF CONDUCT/FRANCHISE AGREEMENT

### RIDER W

This standard representation agreement, referred to herein as "Rider W," is attached to and made part of the Code of Conduct/Franchise Agreement ("Agreement") between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, "Guild" or "WGA") on the one hand and Verve Talent & Literary Agency LLC ("Agent") on the other hand. The purpose of the Agreement and of this Rider W is to regulate the conduct of the Agent in the representation of writers ("Writers") engaged in the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement ("CBA").

#### SECTION 1 - INCORPORATION OF STANDARD TERMS INTO REPRESENTATION AGREEMENT

By operation of the Agreement, the terms of this Rider W shall be deemed to be incorporated into any representation agreement ("Representation Agreement"), written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in the Representation Agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

#### SECTION 2 - TERM AND TERMINATION

- A. The term of the Representation Agreement shall not exceed two (2) years.
- B. The Representation Agreement may be terminated by Writer during its term for any of the following causes:
  - 1. If Writer is not offered employment which is subject to this Rider W from a bona fide employer with respect to services covered hereunder during any period in excess of six (6) consecutive months, during all of which time Writer is ready, able and willing to accept employment. Writer may exercise this right of termination by written notice served on Agent by certified mail at its primary place of business. The right of termination under this section shall be deemed waived by Writer if, after expiration of the six (6) month period but before service of a notice of termination, Writer accepts an offer of employment by a bona fide employer;
  - 2. Any material breach by Agent of the provisions of the Agreement or of Agent's fiduciary obligations to the Writer;
  - 3. If Agent, during any strike by WGA, obtains employment or makes the sale or option of any literary material for any Writer with a producer or other person as to whom WGA is on strike;
  - 4. Agent's removal from the list of agents bound by an appropriate franchise agreement, provided that such removal is final and all applicable appeal rights have been exhausted.

### SECTION 3 - COMMISSIONS

- A. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a Motion Picture under any applicable CBA (including, but not by way of limitation, supplementary or additional compensation of any kind pursuant to Articles 14.G., 15., 16., 64. of the applicable WGA Theatrical and Television Basic Agreement).
- B. Agent's commission shall be payable when gross compensation is received by the Writer (including Writer's loan-out corporation) or the Agent. If the gross compensation is received by the Agent on behalf of Writer, Agent is authorized to deduct the commission due and shall promptly remit the remaining compensation to Writer. If the gross compensation is received by Writer or Writer's loan-out corporation, Writer shall promptly remit the commission due to Agent.
- C. The following shall apply relating to commissions after termination of the Representation Agreement between Writer and Agent.
  1. An Agent terminated by a Writer having a right to do so ("Terminated Agent") can continue to collect commissions on contracts procured and substantially negotiated prior to such termination or expiration but not on improvements negotiated after such termination, except to the extent provided in subsection 3.C.2.b.(ii).
  2. The following shall apply to direct or indirect renewals, substitutions, replacements, extensions or modifications of contracts referred to in subsection 3.C.1.
    - a. In no event, other than as provided in this subsection 3.C.2, will the Terminated Agent be entitled to receive commissions in excess of the amount that would have been paid under the contract as it existed at the time of termination.
    - b. Agent shall only be entitled to commission renewals, substitutions, replacements, extensions or modifications if:
      - (i) such renewals, substitutions, replacements, extensions or modifications are negotiated terms of the initial contract negotiated by Terminated Agent (e.g., the original agreement contained options for extension of the employment term, and those options are exercised after termination), in which case Agent shall be entitled to commission on all employment contemplated by the original agreement; however, Writer's new Agent shall have the right to commission any improvements negotiated by the new Agent, pursuant to subsection C.4 below; or
      - (ii) the Writer's employment terminates within one (1) year after termination of the Representation Agreement, and the Writer obtains without any break in employment (except for a production hiatus) an extended, renewed, replaced,

substituted or modified employment with the same employer ("renewed employment"), in which case Terminated Agent shall be entitled to commissions for the shorter of (a) the term of the renewed employment; or (b) one (1) year after the commencement of the renewed employment. If, subsequent to termination of an Agent but within the one-year period set forth in this subsection 3.C.2.b.(ii), the Writer enters into a representation agreement with a new Agent, which provides for services and commissions with reference to said renewed employment, the Terminated Agent's commission shall be reduced accordingly, but not below five percent (5%).

3. The Terminated Agent shall continue to be ready, willing, and able to provide services, with respect to such contracts for which the Agent continues to receive commission pursuant to subsections 3.C.1 and 3.C.2 above, and upon which the Agent's commission is based.
4. If the Writer obtains a new Agent, and the new Agent renegotiates such existing contract, the new Agent shall be entitled to commission on any excess in amount of such contract, with the Terminated Agent entitled to the commission on the existing contract, prior to any improvement, except to the extent provided in subsection 3.C.2.b.(ii).
5. Terminated Agent's right, if any, to commissions on profit participations, royalties, and other continuing payments to the Writer, if any, shall continue regardless of the termination of the representation with respect to the contract at the time of the termination.
6. In no case may Writer incur commission obligations totaling in excess of ten percent (10%) to one or more Agents.

#### **SECTION 4 - ACCOUNTING**

Agent shall not collect monies belonging to Writer unless Agent has prior written authority from the Writer to do so. All monies belonging to the Writer when received by the Agent shall be faithfully accounted for by the Agent and promptly paid over to the Writer or as directed by the Writer, provided, however, that Agent may deduct from such monies any commission payable to Agent as well as any monies owing from the Writer to the Agent whether for past commission or for loans made to the Writer or monies advanced for Writer or for his account. Monies belonging to Writer shall not be commingled with monies belonging to the Agent, but shall be segregated and kept in a separate account which may be known as "client's account" or "trust account" or an account similar in nature. Agent may have one or more of such accounts and may commingle monies of other clients with the monies of the Writer in such account.

#### **SECTION 5 - INFORMATION SHARING**

Writer authorizes Agent to provide information to the Guild as required by the Agreement and consistent with the Guild's Working Rules.

**SECTION 6 - DISPUTE RESOLUTION**

- A. The following controversies between Writer and Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2 to the Agreement
  - 1. Any dispute concerning the interpretation of, or the performance of any obligation under, this Rider W;
  - 2. Any dispute concerning the interpretation of, or the performance of any obligation under the Agreement;
  - 3. Any dispute regarding commission due to Agent.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy that is within the scope of this Agreement. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief against an Agent, including suspension or termination of the Agreement. Upon a finding that the opposing party acted in bad faith, the arbitrator may also award attorneys' fees and costs to the prevailing party.
- C. The decision of an arbitrator under this section shall be final and binding except as expressly provided herein, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Notwithstanding the foregoing, any arbitration award terminating this Agreement and Agent's right to represent covered Writers shall be subject to *de novo* review in a court of competent jurisdiction,

**SECTION 7 - MISCELLANEOUS PROVISIONS**

- A. This Rider W shall be effective as to each Agent upon the date of the Agreement and shall be deemed to be incorporated into any Representation Agreement then in effect between Agent and any Writer.
- B. If any provisions of this Rider W are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.
- C. Agent acknowledges that he has complied with all licensing requirements of any state in which he is conducting business.

**WRITER AND AGENT HEREBY AGREE TO THE FOREGOING:**

DATED: \_\_\_\_\_ By \_\_\_\_\_  
WRITER

DATED: \_\_\_\_\_ By \_\_\_\_\_  
AGENT

THIS RIDER W TO A REPRESENTATION AGREEMENT HAS BEEN APPROVED AS TO FORM BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA ON

\_\_\_\_\_.

THIS RIDER W HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE WRITERS GUILD OF AMERICA.

## ATTACHMENT 2 TO CODE OF CONDUCT/FRANCHISE AGREEMENT

### RULES GOVERNING ARBITRATION

The following Rules Governing Arbitration ("Rules") govern arbitrations arising under Section 5 of the Code of Conduct/Franchise Agreement ("Agreement") and Section 5 of the Standard Representation Agreement ("Rider W"). The Rules incorporate by reference the Agreement and Rider W, including the terms defined therein.

#### SECTION 1 - EXCLUSIVITY

- A. The arbitration procedures established by these Rules shall be the exclusive method for resolving any and all controversies as defined in Section 5.A. of the Agreement and Section 6.A. of Rider W.
- B. The arbitrator shall have the power to rule on his or her own jurisdiction, including any questions of procedural arbitrability and any objections with respect to the existence, scope, or validity of the arbitration agreement.
- C. The arbitrator shall also have the power to determine the existence or validity of a contract of which the arbitration clause contained in the Agreement, Rider W, or these Rules forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

#### SECTION 2 - CLAIM

- A. A complainant initiates an arbitration under these Rules by serving a Claim on the respondent. Prior to initiating a formal Claim, the party asserting the Claim shall contact the opposing party and attempt informally to resolve the dispute.
- B. A Claim seeks resolution of a controversy as defined in Section 5.A. of the Agreement or Section 6.A. of Rider W.
- C. The Claim shall be in writing and contain the following information: (i) the complainant's name; (ii) the complainant's address; (iii) a brief written statement of the Claim and the relief sought; and (iv) the name of the respondent.
- D. A Claim must be served on the respondent within two years from the date the complainant obtained knowledge of the facts upon which the Claim is based, but no later than four years from the date of the occurrence of the facts upon which the Claim is based.
- E. Any Claim brought by an Agent against a Writer under Section 5.A. of Rider W shall concurrently be served on the Guild. The Guild may but is not required to participate as a party in the proceeding.

#### SECTION 3 - COUNTERCLAIM

- A. The respondent may serve a Counterclaim on the complainant, which must be in writing and contain the same information as a Claim.

- B. A Counterclaim seeks resolution of a controversy as defined in Section 5.A. of the Agreement or Section 6.A. of Rider W.
- C. A Counterclaim must be served within two years from the date the respondent obtained knowledge of the facts upon which the Counterclaim is based, but no later than four years from the date of the occurrence of the facts upon which the Counterclaim is based.
- D. Any Counterclaim brought by an Agent against a Writer shall concurrently be served on the Guild. The Guild may but is not required to participate as a party in the proceeding.

#### **SECTION 4 - ARBITRATOR**

##### **A. AUTHORIZED LIST OF ARBITRATORS**

1. The Claim and, if applicable, the Counterclaim, shall be submitted to a sole neutral arbitrator ("Arbitrator") selected from the applicable authorized list of arbitrators ("Authorized List");

##### **LOS ANGELES:**

- Christopher David Ruiz Cameron
- Catherine Fisk
- Joel Grossman
- Fredric R. Horowitz
- Barry Winograd

##### **NEW YORK:**

- Howard Edelman
  - Susan McKenzie
  - George Nicolau
  - Joan Parker
  - Janet Spencer
2. The Los Angeles Authorized List shall apply if the Writers Guild of America, West, Inc. ("WGAW") or a WGAW-represented Writer is a party to the arbitration. The New York Authorized List shall apply if the Writers Guild of America, East, Inc. ("WGAE") or a WGAE-represented Writer is a party to the arbitration. Where both the WGAW and WGAE (or both WGAW- and WGAE-

represented Writers) are parties to the arbitration, the WGAW and WGAE shall decide which Authorized List applies.

3. Only an Arbitrator from the Authorized List shall have authority to adjudicate a Claim or Counterclaim or any issue arising in connection therewith, unless the parties mutually agree on an alternate arbitrator.
4. The Guild may amend the Authorized Lists from time to time in its discretion and upon notice to the subscribing Agents.

**B. ARBITRATOR SELECTION**

1. The parties shall select the Arbitrator from the applicable Authorized List within ten (10) business days of service of the Claim on the respondent. In the event the parties cannot mutually agree upon an Arbitrator from the Authorized List, the parties shall alternate in striking a name from the Authorized List until one (1) arbitrator's name remains ("Strike Process"). The Arbitrator whose name remains shall be the Arbitrator. The complainant shall make the first strike. In the event that one of the parties fails to participate in the Strike Process, or fails to strike in order or timely, the other party may unilaterally select the Arbitrator.
2. The parties may agree in writing to extend the time period to select the Arbitrator. The extension will no longer be deemed effective if either party gives written notice to the other, in which case the parties shall select an arbitrator within ten (10) business days of service of the notice.

**SECTION 5 - HEARING**

- A. If the WGAW or a WGAW-represented Writer is a party to the arbitration, the hearing shall be held in Los Angeles. If the WGAE or a WGAE-represented Writer is a party to the arbitration, the hearing shall be held in New York City. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the WGAW and WGAE shall decide whether the hearing will be held in Los Angeles or New York City.
- B. After consulting with the parties as to their availability, the Arbitrator shall order a hearing on the Claim and, if applicable, the Counterclaim. Absent extenuating circumstances, the hearing shall commence within 60 days of the selection of the arbitrator and shall conclude within 60 days after the first day of hearing.
- C. The Arbitrator shall have the authority to issue subpoenas to compel the attendance of witnesses and/or the production of documents. Subpoenas *duces tecum* may be made returnable on a specified date (no less than 20 days after service of the subpoena) before the arbitration hearing. Upon good cause shown, the Arbitrator shall have discretion to permit other pre-hearing discovery, including the taking of oral depositions.
- D. At the hearing, each party shall have the right to present any evidence that is relevant and material to the Claim or Counterclaim. The parties shall have the right to submit post-hearing briefs.



- E. The complainant has the burden of proving its Claim by a preponderance of the evidence. The respondent has the burden of proving its Counterclaim by a preponderance of the evidence.

**SECTION 6 - DECISION**

- A. The Arbitrator shall be expected to render a written decision within 30 days of the conclusion of the hearing.
- B. The Arbitrator shall not have the jurisdiction or the authority to add to, subtract from, or alter in any way the Agreement, Rider W, or these Rules.
- C. The Arbitrator's award shall be final and binding on the parties.

**SECTION 7 - ARBITRATION COSTS**

The costs of the arbitration, including the arbitrator's fee and court reporter's fee, shall be equally split among the parties, unless the Arbitrator's award specifies otherwise.

**SECTION 8 - LAW GOVERNING THE ARBITRATION**

- A. An arbitration governed by these Rules shall be subject to the laws of the state in which the arbitration hearing is held, unless otherwise provided in the Agreement or Rider W.
- B. Arbitrations subject to the laws of the State of California shall be held pursuant to Section 1700.45 of the California Labor Code. Accordingly, the complainant shall give reasonable written notice to the California Labor Commissioner of the time and place of the arbitration hearing, and the Labor Commissioner or his or her authorized representative has the right to attend the arbitration hearing. Section 1700.44 of the California Labor Code. shall not govern arbitrations subject to these Rules.

**SECTION 9 - SERVICE**

- A. A Claim or Counterclaim must be served by certified mail or by personal delivery. All other notices or papers shall be served by email.
- B. A petition to confirm, modify, or vacate an arbitration award in any court of competent jurisdiction shall be served upon the respondent by certified mail or personal delivery.

# Exhibit B

## FRANCHISE AGREEMENT

This mutually agreed upon Franchise Agreement ("Agreement") between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, "Guild" or "WGA") and Kaplan Stahler Agency ("Agent") governs Agent's representation of covered writers ("Writers") engaged in the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement ("CBA"). Agent agrees to be bound by all terms and conditions contained herein, including the appended Standard Representation Agreement ("Rider W") and Rules Governing Arbitration, which are incorporated as part of this Agreement. The works written by Writers under a Guild CBA are referred to herein as "Motion Pictures."

### SECTION 1 - PURPOSE AND SCOPE

Consistent with its role as exclusive bargaining representative, the Guild is authorized by law to specify the terms set forth herein under which an agent may perform certain representational duties. The purpose of this Agreement is to ensure that Agent fulfills its fiduciary duties and to align Agent's financial incentives with those of its writer clients.

This Agreement shall be limited to the Agent's representation of Writers with respect to the option and sale of literary material or the rendition of writing services in a field of work covered by a Guild CBA. The provisions of the Agreement shall not apply to the Agent's representation of a Writer with respect to the Writer's non-writing services or other services not covered by a Guild CBA or as to which the Guild is not the exclusive bargaining representative.

### SECTION 2 - PARTIES BOUND

The terms of the Agreement shall be binding on the Agent and all of its individual agents, employees, partners, principals, joint venturers and shareholders. With respect to the obligations under this Agreement, Agent shall at all times remain vicariously liable for the actions taken by such individuals on its behalf or within the scope of the individuals' employment or agency.

### SECTION 3 - STANDARDS OF CONDUCT FOR AGENTS IN PROVIDING SERVICES

#### A. AGENT-WRITER RELATIONSHIP

1. Agent shall at all times act as a fiduciary of Writer, and shall comply with all fiduciary duties imposed by statute or common law.
2. Agent's representation of Writer shall not be detrimentally or negatively influenced by its representation of any other Writer.
3. Agent shall promptly disclose to Writer all inquiries, offers and expressions of interest regarding employment or sale or option of literary material, and shall keep Writer apprised of the status of all negotiations.
4. Agent shall maintain confidentiality with respect to Writer's employment and financial affairs, except as otherwise provided herein or in the event Writer requests disclosure.
5. Prior to submitting Writer for employment on a project, Agent shall make a good faith effort to ascertain whether the employer or producer has secured underlying rights necessary for the assignment and shall provide Writer with all pertinent information.

6. Agent shall be responsive and professional in communicating with Writer.

B. CONFLICT OF INTEREST

1. No Agent shall have an ownership or other financial interest in, or shall be owned by or affiliated with any entity or individual engaged in the production or distribution of Motion Pictures.<sup>1</sup>
2. No Agent shall have an ownership or other financial interest in, or shall be owned by or affiliated with any business venture that would create a conflict of interest with Agent's representation of a Writer.<sup>2</sup>
3. No Agent shall derive any revenue or tangible financial benefit from a Writer's option or sale of material for or employment on a Motion Picture project, other than a percentage commission based on the Writer's compensation or fee.
4. No Agent shall accept a packaging fee, or any other money or thing of value from the employer of a Writer, with the exception of gifts or gratuities that are customary and de minimis.
5. The following activities by an Agent shall not be deemed conflicts of interest prohibited by this Agreement:
  - a. An Agent's concurrent representation on a commission basis of multiple clients employed or submitted for employment on the same Motion Picture project. Upon request by Writer, Agent shall disclose to Writer the names of all other Writers represented by Agent who are employed on, or actively being submitted for employment on, a project. Such disclosure shall be made in writing within ten (10) days of the Writer's request.
  - b. An Agent's representation, on a commission or fee-for-service basis of a producer (e.g., a POD) attached to a Motion Picture project, provided that such producer shall not employ, or purchase or option literary material from, any Writer on the project.
  - c. An Agent's representation, on a commission or fee-for-service basis, of the owner of or holder of rights in intellectual property on which a Motion Picture project will be based.
6. Agent shall disclose to Writer any fact or relationship suggesting or potentially creating a conflict of interest prohibited by this Agreement.

C. AGENT COMPENSATION

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<sup>1</sup> Subsection 3.B.1. does not prohibit an individual agent from owning less than 3% of the shares of any publically traded entity engaged in the production or distribution of Motion Pictures.

<sup>2</sup> Subsection 3.B.2. does not prohibit an individual agent from owning less than 3% of the shares of any publically traded entity engaged in the production or distribution of Motion Pictures.

1. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a Motion Picture under any applicable CBA (including, but not by way of limitation, supplementary or additional minimum compensation of any kind pursuant to Articles 14.G., 15., 16., 64. of the applicable WGA Theatrical and Television Basic Agreement).
2. Agent shall not circumvent limits on commissions under this Agreement by charging fees for other services, except that Agent shall be permitted to receive compensation for feature film financing and sales services, subject to the following limitations:
  - a. In the event Writer retains Agent to perform these services, Agent shall fully disclose the relevant fees in writing prior to incurring them, and Writer may choose whether to proceed with Agent's performance of services;
  - b. In the event Agent is retained to perform such services by a party other than the Writer, Agent shall fully disclose the relevant fees, in writing to the Writer. Such disclosure shall be made at the earliest possible time. In the event that Agent's agreement to provide such services predates Writer's involvement in the project, disclosure shall be made before Writer enters into any contractual commitment for the project;
  - c. The services described in this subsection C.2 shall be permitted on films with intended budgets greater than \$20 million only with the consent of the Guild; for clarity, Guild's consent is not required for films with intended budgets of less than \$20 million. The Guild will consult with the Writer and consent will not be unreasonably denied;
  - d. In no event shall an offer of employment or purchase of material made to a Writer be contingent on any other party agreeing to retain Agent for feature film financing or sales services; and
  - e. On Guild's request, but no more frequently than on a semi-annual basis, Agent shall provide the Guild with a list of films involving covered Writers on which Agent is performing financing or sales services and has secured financing or sales. The list shall include the name of the Writer, the intended budget of the film, and the amount of fees received by Agent for performing such film financing and sales services.
3. Agent shall provide promptly and no less frequently than quarterly to Writer and to the Guild an itemized statement showing in standardized electronic format (a) all compensation received by or on behalf of Writer; and (b) all

commissions received by Agent related to its representation of Writer. Writer and Guild shall have the reasonable right to audit such statements, with the Guild's right to audit being subject to subsection 3.E.2 below. Where an Agent has provided feature film financing and sales services, as described in subsection 2 above, Agent shall provide documentation of the related fees if and when Writer or Guild audits the Agent's commissions received by Agent related to its representation of Writer.

D. NOTIFICATION TO GUILD

1. Agent shall provide the Guild with a copy of the agreement or a summary of essential deal terms of any agreement engaging the Writer's services or acquiring the Writer's written material no later than 10 days after the earlier of (a) the existence of a binding contractual commitment; or (b) the commencement of Writer's writing services. Where such agreement is later amended or superseded by a long-form agreement, Agent shall also provide the Guild with a copy of the amendment or long-form agreement.
2. Agent shall provide the Guild with notice of Writer's commencement of services or delivery of literary material, or other material fact triggering compensation, by copying the Guild on any invoice relating to the payment obligations.
3. Agent shall provide the Guild with copies of all representation agreements with Writer.

E. CONFIDENTIALITY AND OBJECTION TO DISCLOSURE

1. Insofar as the subsections C and D above require the provision of confidential information relating to a specific Writer, the Guild shall use reasonable efforts to maintain the confidentiality of the information and such efforts shall in no event be less than the efforts the Guild uses to protect its own confidential information. The Guild shall maintain and use such information subject to its duty of fair representation, provided that nothing in this subsection D shall prohibit the Guild from aggregating the data in a manner that does not disclose the confidential information of a particular Writer and/or Agent. The Guild commits to treat all information submitted by Agent with heightened security protocols and to limit access to staff with a valid Guild business need to access the information, who have received enhanced data security training, and who have signed non-disclosure agreements specific to agent-submitted data.
2. In the event that any Writer submits a written objection ("Objection") to the Agent concerning Agent's disclosure to the Guild of any of the information referred to in subsections 3.C.3. and 3.D.1.-2. above, the following procedures shall apply:
  - i. Agent shall explain to Writer the nature of the disclosure requirement (including the confidentiality protections) under the Agreement and shall discuss with the Writer the advantages of withdrawing the Objection.
  - ii. If Writer does not withdraw the Objection within five (5) business days of submission to the Agent, Agent shall immediately provide the Guild with a

copy of the Objection and an identification of the contract or other information being withheld on the basis of the Objection. Agent shall also immediately provide to Writer a copy of the contract or other information being withheld from the Guild on the basis of the Objection. The obligations of this subparagraph (ii) shall be continuing and apply each time Agent withholds a contract or other information on the basis of the Objection.

- iii. Agent's obligation to provide the Guild with information subject to an Objection shall be satisfied upon Agent's compliance with the requirements of subsections (i) and (ii) above, until such time as Writer withdraws the Objection.

F. ENFORCEMENT OF CBA AND WRITER'S INDIVIDUAL WRITING AGREEMENTS

1. Agent shall not encourage Writer to violate any provision of a CBA.
2. Agent shall zealously advocate for Writer's best interests in all aspects of the employment relationship, including but not limited to the following:
  - a. Advising on the disadvantages of Writer's performance of uncompensated or speculative writing services;
  - b. Advocating in favor of multiple steps in theatrical deals; and
  - c. Protecting Writer from abusive hiring practices such as sweepstakes pitching.
3. Agent shall be aware of and monitor the contractual deadline for the payment of all compensation to the Writer, and shall immediately notify the Guild in the event a payment is late.
4. Agent shall cooperate fully with the Guild in any investigation or contract enforcement action undertaken on behalf of a Writer.
5. Agent shall not encourage Writer to violate any Guild rule.

G. NON-DISCRIMINATION AND INCLUSION

1. Agent is committed to representing diverse Writers. Agent shall comply with any applicable state and federal anti-discrimination laws in its selection and representation of Writers.
2. Agent supports industry-wide efforts to prevent harassment and discrimination and its Writers' interest in avoiding being subjected to a hostile work environment or other forms of workplace harassment. Agent shall not schedule or refer Writer to a meeting regarding potential employment in a hotel room or other location posing a threat to Writer's personal safety.
3. Agent shall make reasonable good faith efforts to refer qualified diverse Writers for open writing assignments.

4. Agent shall consult with Writer regarding diversity as a factor in their procurement of employment.
5. Agent shall make reasonable good faith efforts to support Guild's diversity and inclusion efforts. Agent shall provide the Guild with an annual public report summarizing Agent's diversity efforts.

#### **SECTION 4 - STANDARD REPRESENTATION AGREEMENT (RIDER W)**

Appended to this Agreement as Attachment 1 is the standard representation agreement, referred to herein as "Rider W." The terms of Rider W shall be deemed to be incorporated into any representation agreement, written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in their representation agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

#### **SECTION 5 - DISPUTE RESOLUTION**

- A. The following controversies between the Guild and an Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2:
  1. Any dispute concerning the interpretation of, or the performance of any obligation under the Agreement;
  2. Any dispute concerning the interpretation of, or the performance of any obligation under, Rider W; and
  3. Any claim brought by the Guild to terminate this Agreement based on an alleged material violation of this Agreement or Rider W.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy that is within the scope of this Agreement. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief against Agent, including suspension or termination of this Agreement. Upon a finding that the opposing party acted in bad faith, the arbitrator may also award attorneys' fees and costs to the prevailing party.
- C. The decision of an arbitrator under this section shall be final and binding except as expressly provided herein, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Notwithstanding the foregoing, any arbitration award terminating this Agreement and Agent's right to represent covered Writers shall be subject to *de novo* review in a court of competent jurisdiction.

#### **SECTION 6 - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall be effective upon the date that both parties execute it (the "Effective Date"). This Agreement shall not apply to, nor impair the right of Agent to receive compensation based on, services rendered by Agent before such Effective Date.



- B. In administering the disclosure requirements under subsections 3.C.3. and 3.G.5. above, the Guild will take into account Agent's limited staffing and recordkeeping capacities.
- C. If any provisions of this Agreement are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.

**SECTION 7 - TERMINATION AND RENEGOTIATION**

- A. This Agreement shall remain in effect until April 12, 2024, unless it is found to be unenforceable or is ordered terminated by an arbitrator or court of competent jurisdiction. Either the Guild or the Agent shall have the right to terminate and propose modifications to the Agreement by serving written notice on the other party at least 90 days prior to the termination date. If neither party serves timely notice of termination, the Agreement will automatically be extended for additional one-year periods, subject to the right of either party to serve a notice of termination at least 90 days prior to the termination date then in effect.
- B. Agent shall have the right to terminate its obligations under this Agreement upon written notice to Guild. Agent's termination shall be effective 90 days after its service of such notice.

**SECTION 8 – MOST FAVORED NATIONS**

In the event that after the Effective Date, Guild enters into an agreement with any other agency or association representing agencies containing terms or conditions more favorable to the agency than those contained herein, Agency shall have the option of accepting any or all of the more favorable terms.

**SECTION 9—PHASE-IN OF PACKAGING FEE PROHIBITION**

From the Effective Date until June 28, 2020, nothing in this Agreement shall be deemed to prohibit Agent's negotiation of the right to receive a fee based on package representation in lieu of a percentage commission based on client compensation. During that period, where Writer is the sole initiating element of the package, Writer shall have the right to choose if the project can be packaged by Agent. In all other circumstances, Agent shall disclose to Writer its intent to seek a packaging fee and the financial terms thereof, and Writer shall be given the choice of whether to be part of the package. Agent's right to negotiate packaging fees shall terminate on June 28, 2020.

**AGREED AND ACCEPTED:**

KAPLAN STAHLER AGENCY



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Elliot Stahler



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David J. Young  
Executive Director  
Writers Guild of America West, Inc.  
on behalf of itself and Writers Guild of America East, Inc.

## ATTACHMENT 1 TO FRANCHISE AGREEMENT

### RIDER W

This standard representation agreement, referred to herein as "Rider W," is attached to and made part of the Franchise Agreement ("Agreement") between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, "Guild" or "WGA") on the one hand and \_\_\_\_\_ ("Agent") on the other hand. The purpose of the Agreement and of this Rider W is to regulate the conduct of the Agent in the representation of writers ("Writers") engaged in the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement ("CBA").

#### SECTION 1 - INCORPORATION OF STANDARD TERMS INTO REPRESENTATION AGREEMENT

By operation of the Agreement, the terms of this Rider W shall be deemed to be incorporated into any representation agreement ("Representation Agreement"), written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in the Representation Agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

#### SECTION 2 - TERM AND TERMINATION

- A. The term of the Representation Agreement shall not exceed two (2) years.
- B. The Representation Agreement may be terminated by Writer during its term for any of the following causes:
  - 1. If Writer is not offered employment which is subject to this Rider W from a bona fide employer with respect to services covered hereunder during any period in excess of six (6) consecutive months, during all of which time Writer is ready, able and willing to accept employment. Writer may exercise this right of termination by written notice served on Agent by certified mail at its primary place of business. The right of termination under this section shall be deemed waived by Writer if, after expiration of the six (6) month period but before service of a notice of termination, Writer accepts an offer of employment by a bona fide employer;
  - 2. Any material breach by Agent of the provisions of the Agreement or of Agent's fiduciary obligations to the Writer;
  - 3. If Agent, during any strike by WGA, obtains employment or makes the sale or option of any literary material for any Writer with a producer or other person as to whom WGA is on strike;
  - 4. Agent's removal from the list of agents bound by an appropriate franchise agreement, provided that such removal is final and all applicable appeal rights have been exhausted.

### SECTION 3 - COMMISSIONS

- A. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a Motion Picture under any applicable CBA (including, but not by way of limitation, supplementary or additional compensation of any kind pursuant to Articles 14.G., 15., 16., 64. of the applicable WGA Theatrical and Television Basic Agreement).
- B. Agent's commission shall be payable when gross compensation is received by the Writer (including Writer's loan-out corporation) or the Agent. If the gross compensation is received by the Agent on behalf of Writer, Agent is authorized to deduct the commission due and shall promptly remit the remaining compensation to Writer. If the gross compensation is received by Writer or Writer's loan-out corporation, Writer shall promptly remit the commission due to Agent.
- C. The following shall apply relating to commissions after termination of the Representation Agreement between Writer and Agent.
  - 1. An Agent terminated by a Writer having a right to do so ("Terminated Agent") can continue to collect commissions on contracts procured and substantially negotiated prior to such termination or expiration but not on improvements negotiated after such termination, except to the extent provided in subsection 3.C.2.b.(ii).
  - 2. The following shall apply to direct or indirect renewals, substitutions, replacements, extensions or modifications of contracts referred to in subsection 3.C.1.
    - a. In no event, other than as provided in this subsection 3.C.2, will the Terminated Agent be entitled to receive commissions in excess of the amount that would have been paid under the contract as it existed at the time of termination.
    - b. Agent shall only be entitled to commission renewals, substitutions, replacements, extensions or modifications if:
      - (i) such renewals, substitutions, replacements, extensions or modifications are negotiated terms of the initial contract negotiated by Terminated Agent (e.g., the original agreement contained options for extension of the employment term, and those options are exercised after termination), in which case Agent shall be entitled to commission on all employment contemplated by the original agreement; however, Writer's new Agent shall have the right to commission any improvements negotiated by the new Agent, pursuant to subsection C.4 below; or
      - (ii) the Writer's employment terminates within one (1) year after termination of the Representation Agreement, and the Writer obtains without any break in employment (except for a production hiatus) an extended, renewed, replaced,

substituted or modified employment with the same employer ("renewed employment"), in which case Terminated Agent shall be entitled to commissions for the shorter of (a) the term of the renewed employment; or (b) one (1) year after the commencement of the renewed employment. If, subsequent to termination of an Agent but within the one-year period set forth in this subsection 3.C.2.b.(ii), the Writer enters into a representation agreement with a new Agent, which provides for services and commissions with reference to said renewed employment, the Terminated Agent's commission shall be reduced accordingly, but not below five percent (5%).

3. The Terminated Agent shall continue to be ready, willing, and able to provide services, with respect to such contracts for which the Agent continues to receive commission pursuant to subsections 3.C.1 and 3.C.2 above, and upon which the Agent's commission is based.
4. If the Writer obtains a new Agent, and the new Agent renegotiates such existing contract, the new Agent shall be entitled to commission on any excess in amount of such contract, with the Terminated Agent entitled to the commission on the existing contract, prior to any improvement, except to the extent provided in subsection 3.C.2.b.(ii).
5. Terminated Agent's right, if any, to commissions on profit participations, royalties, and other continuing payments to the Writer, if any, shall continue regardless of the termination of the representation with respect to the contract at the time of the termination.
6. In no case may Writer incur commission obligations totaling in excess of ten percent (10%) to one or more Agents.

#### **SECTION 4 - ACCOUNTING**

Agent shall not collect monies belonging to Writer unless Agent has prior written authority from the Writer to do so. All monies belonging to the Writer when received by the Agent shall be faithfully accounted for by the Agent and promptly paid over to the Writer or as directed by the Writer, provided, however, that Agent may deduct from such monies any commission payable to Agent as well as any monies owing from the Writer to the Agent whether for past commission or for loans made to the Writer or monies advanced for Writer or for his account. Monies belonging to Writer shall not be commingled with monies belonging to the Agent, but shall be segregated and kept in a separate account which may be known as "client's account" or "trust account" or an account similar in nature. Agent may have one or more of such accounts and may commingle monies of other clients with the monies of the Writer in such account.

#### **SECTION 5 - INFORMATION SHARING**

Writer authorizes Agent to provide information to the Guild as required by, and subject to subsection 3.E.2 of, the Agreement and consistent with the Guild's Working Rules.

**SECTION 6 - DISPUTE RESOLUTION**

- A. The following controversies between Writer and Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2 to the Agreement
  - 1. Any dispute concerning the interpretation of, or the performance of any obligation under, this Rider W;
  - 2. Any dispute concerning the interpretation of, or the performance of any obligation under the Agreement;
  - 3. Any dispute regarding commission due to Agent.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy that is within the scope of this Agreement. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief against an Agent, including suspension or termination of the Agreement. Upon a finding that the opposing party acted in bad faith, the arbitrator may also award attorneys' fees and costs to the prevailing party.
- C. The decision of an arbitrator under this section shall be final and binding except as expressly provided herein, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Notwithstanding the foregoing, any arbitration award terminating this Agreement and Agent's right to represent covered Writers shall be subject to *de novo* review in a court of competent jurisdiction,

**SECTION 7 - MISCELLANEOUS PROVISIONS**

- A. This Rider W shall be effective as to each Agent upon the date of the Agreement and shall be deemed to be incorporated into any Representation Agreement then in effect between Agent and any Writer.
- B. If any provisions of this Rider W are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.
- C. Agent acknowledges that he has complied with all licensing requirements of any state in which he is conducting business.

**WRITER AND AGENT HEREBY AGREE TO THE FOREGOING:**

DATED: \_\_\_\_\_  
 By \_\_\_\_\_  
 WRITER

DATED: \_\_\_\_\_  
 By \_\_\_\_\_  
 AGENT

THIS RIDER W TO A REPRESENTATION AGREEMENT HAS BEEN APPROVED AS TO FORM BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA ON

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THIS RIDER W HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE WRITERS GUILD OF AMERICA.

## ATTACHMENT 2 TO FRANCHISE AGREEMENT

### RULES GOVERNING ARBITRATION

The following Rules Governing Arbitration ("Rules") govern arbitrations arising under Section 5 of the Franchise Agreement ("Agreement") and Section 5 of the Standard Representation Agreement ("Rider W"). The Rules incorporate by reference the Agreement and Rider W, including the terms defined therein.

#### SECTION 1 - EXCLUSIVITY

- A. The arbitration procedures established by these Rules shall be the exclusive method for resolving any and all controversies as defined in Section 5.A. of the Agreement and Section 6.A. of Rider W.
- B. The arbitrator shall have the power to rule on his or her own jurisdiction, including any questions of procedural arbitrability and any objections with respect to the existence, scope, or validity of the arbitration agreement.
- C. The arbitrator shall also have the power to determine the existence or validity of a contract of which the arbitration clause contained in the Agreement, Rider W, or these Rules forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

#### SECTION 2 - CLAIM

- A. A complainant initiates an arbitration under these Rules by serving a Claim on the respondent. Prior to initiating a formal Claim, the party asserting the Claim shall contact the opposing party and attempt informally to resolve the dispute.
- B. A Claim seeks resolution of a controversy as defined in Section 5.A. of the Agreement or Section 6.A. of Rider W.
- C. The Claim shall be in writing and contain the following information: (i) the complainant's name; (ii) the complainant's address; (iii) a brief written statement of the Claim and the relief sought; and (iv) the name of the respondent.
- D. A Claim must be served on the respondent within two years from the date the complainant obtained knowledge of the facts upon which the Claim is based, but no later than four years from the date of the occurrence of the facts upon which the Claim is based.
- E. Any Claim brought by an Agent against a Writer under Section 5.A. of Rider W shall concurrently be served on the Guild. The Guild may but is not required to participate as a party in the proceeding.

#### SECTION 3 - COUNTERCLAIM

- A. The respondent may serve a Counterclaim on the complainant, which must be in writing and contain the same information as a Claim.



- B. A Counterclaim seeks resolution of a controversy as defined in Section 5.A. of the Agreement or Section 6.A. of Rider W.
- C. A Counterclaim must be served within two years from the date the respondent obtained knowledge of the facts upon which the Counterclaim is based, but no later than four years from the date of the occurrence of the facts upon which the Counterclaim is based.
- D. Any Counterclaim brought by an Agent against a Writer shall concurrently be served on the Guild. The Guild may but is not required to participate as a party in the proceeding.

**SECTION 4 - ARBITRATOR**

**A. AUTHORIZED LIST OF ARBITRATORS**

- 1. The Claim and, if applicable, the Counterclaim, shall be submitted to a sole neutral arbitrator ("Arbitrator") selected from the applicable authorized list of arbitrators ("Authorized List"):

**LOS ANGELES:**

- Christopher David Ruiz Cameron
- Catherine Fisk
- Joel Grossman
- Fredric R. Horowitz
- Louis Meisinger
- Barry Winograd

**NEW YORK:**

- Howard Edelman
- Susan McKenzie
- George Nicolau
- Joan Parker
- Martin Scheinman
- Janet Spencer

2. The Los Angeles Authorized List shall apply if the Writers Guild of America, West, Inc. ("WGAW") or a WGAW-represented Writer is a party to the arbitration. The New York Authorized List shall apply if the Writers Guild of America, East, Inc. ("WGAE") or a WGAE-represented Writer is a party to the arbitration. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the WGAW and WGAE shall decide which Authorized List applies.
3. Only an Arbitrator from the Authorized List shall have authority to adjudicate a Claim or Counterclaim or any issue arising in connection therewith, unless the parties mutually agree on an alternate arbitrator.
4. The parties may mutually agree to modify the Authorized Lists during the term of the Agreement.

B. ARBITRATOR SELECTION

1. The parties shall select the Arbitrator from the applicable Authorized List within ten (10) business days of service of the Claim on the respondent. In the event the parties cannot mutually agree upon an Arbitrator from the Authorized List, the parties shall alternate in striking a name from the Authorized List until one (1) arbitrator's name remains ("Strike Process"). The Arbitrator whose name remains shall be the Arbitrator. The complainant shall make the first strike. In the event that one of the parties fails to participate in the Strike Process, or fails to strike in order or timely, the other party may unilaterally select the Arbitrator.
2. The parties may agree in writing to extend the time period to select the Arbitrator. The extension will no longer be deemed effective if either party gives written notice to the other, in which case the parties shall select an arbitrator within ten (10) business days of service of the notice.

SECTION 5 - HEARING

- A. If the WGAW or a WGAW-represented Writer is a party to the arbitration, the hearing shall be held in Los Angeles. If the WGAE or a WGAE-represented Writer is a party to the arbitration, the hearing shall be held in New York City. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the WGAW and WGAE shall decide whether the hearing will be held in Los Angeles or New York City.
- B. After consulting with the parties as to their availability, the Arbitrator shall order a hearing on the Claim and, if applicable, the Counterclaim. Absent extenuating circumstances, the hearing shall commence within 60 days of the selection of the arbitrator and shall conclude within 60 days after the first day of hearing.
- C. The Arbitrator shall have the authority to issue subpoenas to compel the attendance of witnesses and/or the production of documents. Subpoenas *duces tecum* may be made returnable on a specified date (no less than 20 days after service of the subpoena) before the arbitration hearing. Upon good cause shown, the Arbitrator

shall have discretion to permit other pre-hearing discovery, including the taking of oral depositions.

- D. At the hearing, each party shall have the right to present any evidence that is relevant and material to the Claim or Counterclaim. The parties shall have the right to submit post-hearing briefs.
- E. The complainant has the burden of proving its Claim by a preponderance of the evidence. The respondent has the burden of proving its Counterclaim by a preponderance of the evidence.

#### **SECTION 6 - DECISION**

- A. The Arbitrator shall be expected to render a written decision within 30 days of the conclusion of the hearing.
- B. The Arbitrator shall not have the jurisdiction or the authority to add to, subtract from, or alter in any way the Agreement, Rider W, or these Rules.
- C. The Arbitrator's award shall be final and binding on the parties.

#### **SECTION 7 - ARBITRATION COSTS**

The costs of the arbitration, including the arbitrator's fee and court reporter's fee, shall be equally split among the parties, unless the Arbitrator's award specifies otherwise.

#### **SECTION 8 - LAW GOVERNING THE ARBITRATION**

- A. An arbitration governed by these Rules shall be subject to the laws of the state in which the arbitration hearing is held, unless otherwise provided in the Agreement or Rider W.
- B. Arbitrations subject to the laws of the State of California shall be held pursuant to Section 1700.45 of the California Labor Code. Accordingly, the complainant shall give reasonable written notice to the California Labor Commissioner of the time and place of the arbitration hearing, and the Labor Commissioner or his or her authorized representative has the right to attend the arbitration hearing. Section 1700.44 of the California Labor Code. shall not govern arbitrations subject to these Rules.

#### **SECTION 9 - SERVICE**

- A. A Claim or Counterclaim must be served by certified mail or by personal delivery. All other notices or papers shall be served by email.
- B. A petition to confirm, modify, or vacate an arbitration award in any court of competent jurisdiction shall be served upon the respondent by certified mail or personal delivery.

# Exhibit C

## FRANCHISE AGREEMENT

This mutually agreed upon Franchise Agreement (“Agreement”) between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, “Guild” or “WGA”) and Rothman Brecher, LLC (“Agent”) governs Agent’s representation of covered writers (“Writers”) engaged in the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement (“CBA”). Agent agrees to be bound by all terms and conditions contained herein, including the appended Standard Representation Agreement (“Rider W”) and Rules Governing Arbitration, which are incorporated as part of this Agreement. The works written by Writers under a Guild CBA are referred to herein as “Motion Pictures.”

### SECTION 1 - PURPOSE AND SCOPE

Consistent with its role as exclusive bargaining representative, the Guild is authorized by law to specify the terms set forth herein under which an agent may perform certain representational duties. The purpose of this Agreement is to ensure that Agent fulfills its fiduciary duties and to align Agent’s financial incentives with those of its writer clients.

This Agreement shall be limited to the Agent’s representation of Writers with respect to the option and sale of literary material or the rendition of writing services in a field of work covered by a Guild CBA. The provisions of the Agreement shall not apply to the Agent’s representation of a Writer with respect to the Writer’s non-writing services or other services not covered by a Guild CBA or as to which the Guild is not the exclusive bargaining representative.

### SECTION 2 - PARTIES BOUND

The terms of the Agreement shall be binding on the Agent and all of its individual agents, employees, partners, principals, joint venturers and shareholders. With respect to the obligations under this Agreement, Agent shall at all times remain vicariously liable for the actions taken by such individuals on its behalf or within the scope of the individuals’ employment or agency.

### SECTION 3 - STANDARDS OF CONDUCT FOR AGENTS IN PROVIDING SERVICES

#### A. AGENT-WRITER RELATIONSHIP

1. Agent shall at all times act as a fiduciary of Writer, and shall comply with all fiduciary duties imposed by statute or common law.
2. Agent’s representation of Writer shall not be detrimentally or negatively influenced by its representation of any other Writer.
3. Agent shall promptly disclose to Writer all inquiries, offers and expressions of interest regarding employment or sale or option of literary material, and shall keep Writer apprised of the status of all negotiations.
4. Agent shall maintain confidentiality with respect to Writer’s employment and financial affairs, except as otherwise provided herein or in the event Writer requests disclosure.
5. Prior to submitting Writer for employment on a project, Agent shall make a good faith effort to ascertain whether the employer or producer has secured underlying rights necessary for the assignment and shall provide Writer with all pertinent information.

6. Agent shall be responsive and professional in communicating with Writer.

B. CONFLICT OF INTEREST

1. No Agent shall have more than a 5% ownership or other financial interest in, or shall be owned by or affiliated with any entity or individual that has more than a 5% ownership or other financial interest in, any entity or individual engaged in the production or distribution of Motion Pictures. Upon request by the Guild, Agent will provide documentation verifying any ownership or other financial interest subject to this provision.
2. No Agent shall have an ownership or other financial interest in, or shall be owned by or affiliated with any business venture that would create a conflict of interest with Agent's representation of a Writer.
3. No Agent shall derive any revenue or tangible financial benefit from a Writer's option or sale of material for or employment on a Motion Picture project, other than a percentage commission based on the Writer's compensation or fee, with the exception of gifts or gratuities that are customary and de minimis.
4. No Agent shall accept a packaging fee, or any other money or thing of value from the employer of a Writer, with the exception of gifts or gratuities that are customary and de minimis and except as permitted under Section 9 of the Agreement.
5. The following activities by an Agent shall not be deemed conflicts of interest prohibited by this Agreement:
  - a. An Agent's concurrent representation on a commission basis of multiple clients employed or submitted for employment on the same Motion Picture project. Upon request by Writer, Agent shall disclose to Writer the names of all other Writers represented by Agent who are employed on, or actively being submitted for employment on, a project. Such disclosure shall be made in writing within ten (10) days of the Writer's request.
  - b. An Agent's representation, on a commission or fee-for-service basis of a producer (e.g., a POD) attached to a Motion Picture project, provided that such producer shall not employ, or purchase or option literary material from, any Writer on the project.
  - c. An Agent's representation, on a commission or fee-for-service basis, of the owner of or holder of rights in intellectual property on which a Motion Picture project will be based.
6. Agent shall disclose to Writer any fact or relationship suggesting or potentially creating a conflict of interest prohibited by this Agreement.

C. AGENT COMPENSATION

1. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that

Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a Motion Picture under any applicable CBA (including, but not by way of limitation, supplementary or additional minimum compensation of any kind pursuant to Articles 14.G., 15., 16., 64. of the applicable WGA Theatrical and Television Basic Agreement).

2. Agent shall not circumvent limits on commissions under this Agreement by charging fees for other services, except that Agent shall be permitted to receive compensation for feature film financing, distribution, and sales services, subject to the following limitations:
  - a. In the event Writer retains Agent to perform these services, Agent shall fully disclose the relevant fees in writing prior to incurring them, and Writer may choose whether to proceed with Agent's performance of services;
  - b. In the event Agent is retained to perform such services by a party other than the Writer, Agent shall fully disclose the relevant fees, in writing to the Writer. Such disclosure shall be made at the earliest possible time. In the event that Agent's agreement to provide such services predates Writer's involvement in the project, disclosure shall be made before Writer enters into any contractual commitment for the project;
  - c. The services described in this subsection C.2 shall be permitted on films with intended budgets greater than \$20 million only with the consent of the Guild; for clarity, Guild's consent is not required for films with intended budgets of less than \$20 million. The Guild will consult with the Writer and consent will not be unreasonably denied. This Subsection 3.C.2.c. shall not apply where Agent's agreement to provide feature film financing, distribution, and sales services predates Writer's involvement in the project;
  - d. In no event shall an offer of employment or purchase of material made to a Writer be contingent on any other party agreeing to retain Agent for feature film financing, distribution, or sales services; and
  - e. On Guild's request, but no more frequently than on a semi-annual basis, Agent shall provide the Guild with a list of films involving covered Writers on which Agent is performing financing, distribution, or sales services and has secured financing, distribution, or sales. The list shall include the name of the Writer, the intended budget of the film, and the amount of fees received by Agent for performing such film financing, distribution, and sales services.
3. Agent shall provide promptly and no less frequently than quarterly to Writer and to the Guild an itemized statement showing in standardized electronic format (a) all compensation received by or on behalf of Writer; and (b) all commissions received by Agent related to its representation of Writer, provided compensation has been received by or on behalf of Writer or commissions have been received by Agent related to its representation of Writer during the reporting period.

- a. Guild shall have the right to audit such statements on an annual basis, with the right to audit being subject to the confidentiality requirements in subsection 3.E.2. below. Where an Agent has provided feature film financing, distribution, and sales services, as described in subsection 2 above, Agent shall provide documentation of the related fees when Writer or Guild audits the Agent's commissions received by Agent related to its representation of Writer.
- b. The right to audit shall be limited to the items specified in this subsection 3 and shall not include the Agency's finances generally or the compensation and commissions of non-Writer clients.

D. NOTIFICATION TO GUILD

1. Agent shall provide the Guild with a copy of the agreement or a summary of essential deal terms of any agreement engaging the Writer's services or acquiring the Writer's written material no later than 10 days after the earlier of (a) the existence of a binding contractual commitment; or (b) the commencement of Writer's writing services. Where such agreement is later amended or superseded by a long-form agreement, Agent shall also provide the Guild with a copy of the amendment or long-form agreement.
2. Agent shall provide the Guild with notice of Writer's commencement of services or delivery of literary material, or other material fact triggering compensation, by copying the Guild on any invoice relating to the payment obligations.
3. Agent shall provide the Guild with copies of all representation agreements with Writer.

E. CONFIDENTIALITY AND OBJECTION TO DISCLOSURE

1. The Guild recognizes that Agent, as a fiduciary, has a legitimate interest in protecting the confidentiality of the private information it maintains concerning its Writer clients. Agent recognizes that the Guild has a statutory right to information concerning the compensation and terms and conditions of employment of Writers. In balancing these considerations, the Guild and Agent agreed to the following procedures:
2. Insofar as the subsections C and D above require the provision of confidential information relating to a specific Writer, the Guild shall use reasonable efforts to maintain the confidentiality of the information and such efforts shall in no event be less than the efforts the Guild uses to protect its own confidential information. The Guild shall maintain and use such information subject to its duty of fair representation, provided that nothing in this subsection D shall prohibit the Guild from aggregating the data in a manner that does not disclose the confidential information of a particular Writer and/or Agent. The Guild commits to treat all information submitted by Agent with heightened security protocols and to limit access to staff with a valid Guild business need to access the information, who have received enhanced data security training, and who have signed non-disclosure agreements specific to agent-submitted data.



3. A Writer may submit a written objection (“Objection”) to the Agent concerning Agent’s disclosure to the Guild of any of the information referred to in subsections 3.C.3. and 3.D.1.-2. above. Agent shall not require Writer to submit an Objection as a condition of representation by Agent.
4. Where a Writer has submitted an Objection, the following procedures shall apply:
  - i. Agent shall explain to Writer the nature of the disclosure requirement (including the confidentiality protections) under the Agreement and shall discuss with the Writer the advantages of providing the information at issue to the Guild.
  - ii. If Writer does not withdraw the Objection within five (5) business days of submission to the Agent, Agent shall immediately provide the Guild with a copy of the Objection and an identification of the contract or other information being withheld on the basis of the Objection. Agent shall also immediately provide to Writer a copy of the contract or other information being withheld from the Guild on the basis of the Objection. The obligations of this subparagraph (ii) shall be continuing and apply each time Agent withholds a contract or other information on the basis of the Objection.
  - iii. Agent’s obligation to provide the Guild with information subject to an Objection shall be satisfied upon Agent’s compliance with the requirements of subsections (i) and (ii) above, until such time as Writer withdraws the Objection.

F. ENFORCEMENT OF CBA AND WRITER’S INDIVIDUAL WRITING AGREEMENTS

1. Agent shall not encourage Writer to violate any provision of a CBA.
2. Agent shall zealously advocate for Writer’s best interests in all aspects of the employment relationship, including but not limited to the following:
  - a. Advising on the disadvantages of Writer’s performance of uncompensated or speculative writing services;
  - b. Advocating in favor of multiple steps in theatrical deals; and
  - c. Protecting Writer from abusive hiring practices such as sweepstakes pitching.
3. Agent shall be aware of and monitor the contractual deadline for the payment of all compensation to the Writer, and shall immediately notify the Guild in the event a payment is late.
4. Agent shall cooperate fully with the Guild in any investigation or contract enforcement action undertaken on behalf of a Writer.
5. Agent shall not encourage Writer to violate any Guild rule.

**G. NON-DISCRIMINATION AND INCLUSION**

1. Agent is committed to representing diverse Writers. Agent shall comply with any applicable state and federal anti-discrimination laws in its selection and representation of Writers.
2. Agent supports industry-wide efforts to prevent harassment and discrimination and its Writers' interest in avoiding being subjected to a hostile work environment or other forms of workplace harassment. Agent shall not schedule or refer Writer to a meeting regarding potential employment in a hotel room or other location posing a threat to Writer's personal safety.
3. Agent shall make reasonable good faith efforts to refer qualified diverse Writers for open writing assignments.
4. Agent shall consult with Writer regarding diversity as a factor in their procurement of employment.
5. Agent shall make reasonable good faith efforts to support Guild's diversity and inclusion efforts. Agent shall provide the Guild with an annual public report summarizing Agent's diversity efforts.

**SECTION 4 - STANDARD REPRESENTATION AGREEMENT (RIDER W)**

Appended to this Agreement as Attachment 1 is the standard representation agreement, referred to herein as "Rider W." The terms of Rider W shall be deemed to be incorporated into any representation agreement, written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in their representation agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

**SECTION 5 - DISPUTE RESOLUTION**

- A. The following controversies between the Guild and an Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2:
  1. Any dispute concerning the interpretation of, or the performance of any obligation under the Agreement;
  2. Any dispute concerning the interpretation of, or the performance of any obligation under, Rider W; and
  3. Any claim brought by the Guild to terminate this Agreement based on an alleged material violation of this Agreement or Rider W.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy that is within the scope of this Agreement. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief, including suspension or termination of this Agreement. Upon a finding that the opposing party acted in bad faith, the arbitrator may also award attorneys' fees and costs to the prevailing party.

- C. The decision of an arbitrator under this section shall be final and binding except as expressly provided herein, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Notwithstanding the foregoing, any arbitration award terminating this Agreement and Agent's right to represent covered Writers shall be subject to *de novo* review in a court of competent jurisdiction.

#### **SECTION 6 - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall be effective upon the date that both parties execute it (the "Effective Date"). This Agreement shall not apply to, nor impair the right of Agent to receive compensation based on, services rendered by Agent before such Effective Date.
- B. In administering the disclosure requirements under subsections 3.C.3., 3.C.2.e., and 3.G.5. above, the Guild will take into account Agent's limited staffing and recordkeeping capacities.
- C. If any provisions of this Agreement are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.

#### **SECTION 7 - TERMINATION AND RENEGOTIATION**

- A. This Agreement shall remain in effect until April 12, 2024, unless it is found to be unenforceable or is ordered terminated by an arbitrator or court of competent jurisdiction. Either the Guild or the Agent shall have the right to terminate and propose modifications to the Agreement by serving written notice on the other party at least 90 days prior to the termination date. If neither party serves timely notice of termination, the Agreement will automatically be extended for additional one-year periods, subject to the right of either party to serve a notice of termination at least 90 days prior to the termination date then in effect.
- B. Agent shall have the right to terminate its obligations under this Agreement upon written notice to Guild. Agent's termination shall be effective 90 days after its service of such notice.

#### **SECTION 8 – MOST FAVORED NATIONS**

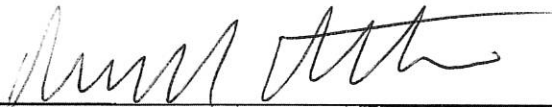
In the event that after the Effective Date, Guild enters into an agreement, including any attachments, riders, or modifications, with any other agency or association representing agencies containing terms or conditions more favorable to the agency than those contained herein, Agency shall have the option of accepting any or all of the more favorable terms.

**SECTION 9—PHASE-IN OF PACKAGING FEE PROHIBITION**

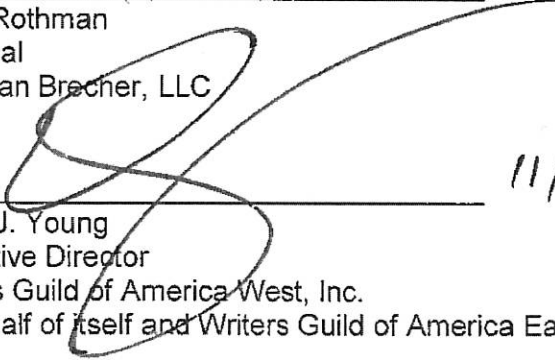
From the Effective Date until January 22, 2021, nothing in this Agreement shall be deemed to prohibit Agent's negotiation of the right to receive a fee based on package representation in lieu of a percentage commission based on client compensation. During that period, where Writer is the sole initiating element of the package, Writer shall have the right to choose if the project can be packaged by Agent. In all other circumstances, Agent shall disclose to Writer its intent to seek a packaging fee and the financial terms thereof, and Writer shall be given the choice of whether to be part of the package. Agent's right to negotiate packaging fees shall terminate on January 22, 2021.

In the event that on January 22, 2021, the WGA has not concluded a franchise agreement with, or otherwise prohibited the receipt of packaging fees (as they are currently named, but to include any fee, regardless of label, paid by a production company or studio directly to an agency) based on the representation of writer clients by, two of the four major agency competitors of RBEL (i.e., WME, CAA, UTA and ICM), WGA will extend the "sunset" date under this section to ensure that RBEL is not placed at a competitive disadvantage with such competitor agencies.

**AGREED AND ACCEPTED:**



Robb Rothman  
Principal  
Rothman Brecher, LLC



David J. Young  
Executive Director  
Writers Guild of America West, Inc.  
on behalf of itself and Writers Guild of America East, Inc.

11/19/19

## **ATTACHMENT 1 TO FRANCHISE AGREEMENT**

### **RIDER W**

This standard representation agreement, referred to herein as "Rider W," is attached to and made part of the Franchise Agreement ("Agreement") between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, "Guild" or "WGA") on the one hand and Rothman Brecher, LLC ("Agent") on the other hand. The purpose of the Agreement and of this Rider W is to regulate the conduct of the Agent in the representation of writers ("Writers") engaged in the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement ("CBA").

#### **SECTION 1 - INCORPORATION OF STANDARD TERMS INTO REPRESENTATION AGREEMENT**

By operation of the Agreement, the terms of this Rider W shall be deemed to be incorporated into any representation agreement ("Representation Agreement"), written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in the Representation Agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

#### **SECTION 2 - TERM AND TERMINATION**

- A. The term of the Representation Agreement shall not exceed two (2) years.
- B. The Representation Agreement may be terminated by Writer during its term for any of the following causes:
  - 1. If Writer is not offered employment which is subject to this Rider W from a bona fide employer with respect to services covered hereunder during any period in excess of six (6) consecutive months, during all of which time Writer is ready, able and willing to accept employment. Writer may exercise this right of termination by written notice served on Agent by certified mail at its primary place of business. The right of termination under this section shall be deemed waived by Writer if, after expiration of the six (6) month period but before service of a notice of termination, Writer accepts an offer of employment by a bona fide employer;
  - 2. Any material breach by Agent of the provisions of the Agreement or of Agent's fiduciary obligations to the Writer;
  - 3. If Agent, during any strike by WGA, obtains employment or makes the sale or option of any literary material for any Writer with a producer or other person as to whom WGA is on strike;
  - 4. Agent's removal from the list of agents bound by an appropriate franchise agreement, provided that such removal is final and all applicable appeal rights have been exhausted.

### SECTION 3 - COMMISSIONS

- A. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a Motion Picture under any applicable CBA (including, but not by way of limitation, supplementary or additional compensation of any kind pursuant to Articles 14.G., 15., 16., 64. of the applicable WGA Theatrical and Television Basic Agreement).<sup>1</sup>
- B. Agent's commission shall be payable when gross compensation is received by the Writer (including Writer's loan-out corporation) or the Agent. If the gross compensation is received by the Agent on behalf of Writer, Agent is authorized to deduct the commission due and shall promptly remit the remaining compensation to Writer. If the gross compensation is received by Writer or Writer's loan-out corporation, Writer shall promptly remit the commission due to Agent.
- C. The following shall apply relating to commissions after termination of the Representation Agreement between Writer and Agent.
  - 1. An Agent terminated by a Writer having a right to do so ("Terminated Agent") can continue to collect commissions on contracts procured and substantially negotiated prior to such termination or expiration but not on improvements negotiated after such termination, except to the extent provided in subsection 3.C.2.b.(ii).
  - 2. The following shall apply to direct or indirect renewals, substitutions, replacements, extensions or modifications of contracts referred to in subsection 3.C.1.
    - a. In no event, other than as provided in this subsection 3.C.2, will the Terminated Agent be entitled to receive commissions in excess of the amount that would have been paid under the contract as it existed at the time of termination.
    - b. Agent shall only be entitled to commission renewals, substitutions, replacements, extensions or modifications if:
      - (i) such renewals, substitutions, replacements, extensions or modifications are negotiated terms of the initial contract negotiated by Terminated Agent (e.g., the original agreement contained options for extension of the employment term, and those options are exercised after termination), in which case Agent shall be entitled to commission on all employment contemplated by the original agreement; however, Writer's new Agent shall have the right to commission any improvements negotiated by the new Agent, pursuant to subsection C.4 below; or

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<sup>1</sup> Nothing contained in Section 3.A. of Rider W is intended to render void Section 9 of the Agreement.

- (ii) the Writer's employment terminates within one (1) year after termination of the Representation Agreement, and the Writer obtains without any break in employment (except for a production hiatus) an extended, renewed, replaced, substituted or modified employment with the same employer ("renewed employment"), in which case Terminated Agent shall be entitled to commissions for the shorter of (a) the term of the renewed employment; or (b) one (1) year after the commencement of the renewed employment. If, subsequent to termination of an Agent but within the one-year period set forth in this subsection 3.C.2.b.(ii), the Writer enters into a representation agreement with a new Agent, which provides for services and commissions with reference to said renewed employment, the Terminated Agent's commission shall be reduced accordingly, but not below five percent (5%).
- 3. The Terminated Agent shall continue to be ready, willing, and able to provide services, with respect to such contracts for which the Agent continues to receive commission pursuant to subsections 3.C.1 and 3.C.2 above, and upon which the Agent's commission is based.
- 4. If the Writer obtains a new Agent, and the new Agent renegotiates such existing contract, the new Agent shall be entitled to commission on any excess in amount of such contract, with the Terminated Agent entitled to the commission on the existing contract, prior to any improvement, except to the extent provided in subsection 3.C.2.b.(ii).
- 5. Terminated Agent's right, if any, to commissions on profit participations, royalties, and other continuing payments to the Writer, if any, shall continue regardless of the termination of the representation with respect to the contract at the time of the termination.
- 6. In no case may Writer incur commission obligations totaling in excess of ten percent (10%) to one or more Agents.

#### **SECTION 4 - ACCOUNTING**

Agent shall not collect monies belonging to Writer unless Agent has prior written authority from the Writer to do so. All monies belonging to the Writer when received by the Agent shall be faithfully accounted for by the Agent and promptly paid over to the Writer or as directed by the Writer, provided, however, that Agent may deduct from such monies any commission payable to Agent as well as any monies owing from the Writer to the Agent whether for past commission or for loans made to the Writer or monies advanced for Writer or for his account. Monies belonging to Writer shall not be commingled with monies belonging to the Agent, but shall be segregated and kept in a separate account which may be known as "client's account" or "trust account" or an account similar in nature. Agent may have one or more of such accounts and may commingle monies of other clients with the monies of the Writer in such account.

#### **SECTION 5 - INFORMATION SHARING**

Writer authorizes Agent to provide information to the Guild as required by, and subject to subsection 3.E.2. of, the Agreement and consistent with the Guild's Working Rules.

**SECTION 6 - DISPUTE RESOLUTION**

- A. The following controversies between Writer and Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2 to the Agreement
  - 1. Any dispute concerning the interpretation of, or the performance of any obligation under, this Rider W;
  - 2. Any dispute concerning the interpretation of, or the performance of any obligation under the Agreement;
  - 3. Any dispute regarding commission due to Agent.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy that is within the scope of this Agreement. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief, including suspension or termination of the Agreement. Upon a finding that the opposing party acted in bad faith, the arbitrator may also award attorneys' fees and costs to the prevailing party.
- C. The decision of an arbitrator under this section shall be final and binding except as expressly provided herein, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Notwithstanding the foregoing, any arbitration award terminating this Agreement and Agent's right to represent covered Writers shall be subject to *de novo* review in a court of competent jurisdiction,

**SECTION 7 - MISCELLANEOUS PROVISIONS**

- A. This Rider W shall be effective as to each Agent upon the date of the Agreement and shall be deemed to be incorporated into any Representation Agreement then in effect between Agent and any Writer.
- B. If any provisions of this Rider W are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.
- C. Agent acknowledges that he has complied with all licensing requirements of any state in which he is conducting business.

**WRITER AND AGENT HEREBY AGREE TO THE FOREGOING:**

<b>DATED:</b>	By _____ <b>WRITER</b>
<b>DATED:</b>	By _____ <b>AGENT</b>



THIS RIDER W TO A REPRESENTATION AGREEMENT HAS BEEN APPROVED AS TO FORM BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA ON

\_\_\_\_\_.

THIS RIDER W HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE WRITERS GUILD OF AMERICA.

## ATTACHMENT 2 TO FRANCHISE AGREEMENT

### RULES GOVERNING ARBITRATION

The following Rules Governing Arbitration (“Rules”) govern arbitrations arising under Section 5 of the Franchise Agreement (“Agreement”) and Section 5 of the Standard Representation Agreement (“Rider W”). The Rules incorporate by reference the Agreement and Rider W, including the terms defined therein.

#### SECTION 1 - EXCLUSIVITY

- A. The arbitration procedures established by these Rules shall be the exclusive method for resolving any and all controversies as defined in Section 5.A. of the Agreement and Section 6.A. of Rider W.
- B. The arbitrator shall have the power to rule on his or her own jurisdiction, including any questions of procedural arbitrability and any objections with respect to the existence, scope, or validity of the arbitration agreement.
- C. The arbitrator shall also have the power to determine the existence or validity of a contract of which the arbitration clause contained in the Agreement, Rider W, or these Rules forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

#### SECTION 2 - CLAIM

- A. A complainant initiates an arbitration under these Rules by serving a Claim on the respondent. Prior to initiating a formal Claim, the party asserting the Claim shall contact the opposing party and attempt informally to resolve the dispute.
- B. A Claim seeks resolution of a controversy as defined in Section 5.A. of the Agreement or Section 6.A. of Rider W.
- C. The Claim shall be in writing and contain the following information: (i) the complainant’s name; (ii) the complainant’s address; (iii) a brief written statement of the Claim and the relief sought; and (iv) the name of the respondent.
- D. A Claim must be served on the respondent within two years from the date the complainant obtained knowledge of the facts upon which the Claim is based, but no later than four years from the date of the occurrence of the facts upon which the Claim is based.
- E. Any Claim brought by an Agent against a Writer under Section 5.A. of Rider W shall concurrently be served on the Guild. The Guild may but is not required to participate as a party in the proceeding.

#### SECTION 3 - COUNTERCLAIM

- A. The respondent may serve a Counterclaim on the complainant, which must be in writing and contain the same information as a Claim.

- B. A Counterclaim seeks resolution of a controversy as defined in Section 5.A. of the Agreement or Section 6.A. of Rider W.
- C. A Counterclaim must be served within two years from the date the respondent obtained knowledge of the facts upon which the Counterclaim is based, but no later than four years from the date of the occurrence of the facts upon which the Counterclaim is based.
- D. Any Counterclaim brought by an Agent against a Writer shall concurrently be served on the Guild. The Guild may but is not required to participate as a party in the proceeding.

#### **SECTION 4 - ARBITRATOR**

##### **A. AUTHORIZED LIST OF ARBITRATORS**

1. The Claim and, if applicable, the Counterclaim, shall be submitted to a sole neutral arbitrator ("Arbitrator") selected from the applicable authorized list of arbitrators ("Authorized List"):

##### **LOS ANGELES:**

- Christopher David Ruiz Cameron
- Catherine Fisk
- Joel Grossman
- Fredric R. Horowitz
- Barry Winograd
- Louis Meisinger
- Greg Derin

##### **NEW YORK:**

- Howard Edelman
- Susan McKenzie
- George Nicolau
- Joan Parker
- Janet Spencer
- Martin Scheinman
- Erica Garay

2. The Los Angeles Authorized List shall apply if the Writers Guild of America, West, Inc. ("WGAW") or a WGAW-represented Writer is a party to the arbitration. The New York Authorized List shall apply if the Writers Guild of America, East, Inc. ("WGAE") or a WGAE-represented Writer is a party to the arbitration. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the WGAW and WGAE shall decide which Authorized List applies.
3. Only an Arbitrator from the Authorized List shall have authority to adjudicate a Claim or Counterclaim or any issue arising in connection therewith, unless the parties mutually agree on an alternate arbitrator.
4. The parties may mutually agree to modify the Authorized Lists during the term of the Agreement.

**B. ARBITRATOR SELECTION**

1. The parties shall select the Arbitrator from the applicable Authorized List within ten (10) business days of service of the Claim on the respondent. In the event the parties cannot mutually agree upon an Arbitrator from the Authorized List, the parties shall alternate in striking a name from the Authorized List until one (1) arbitrator's name remains ("Strike Process"). The Arbitrator whose name remains shall be the Arbitrator. The complainant shall make the first strike. In the event that one of the parties fails to participate in the Strike Process, or fails to strike in order or timely, the other party may unilaterally select the Arbitrator.
2. The parties may agree in writing to extend the time period to select the Arbitrator. The extension will no longer be deemed effective if either party gives written notice to the other, in which case the parties shall select an arbitrator within ten (10) business days of service of the notice.

**SECTION 5 - HEARING**

- A. If the WGAW or a WGAW-represented Writer is a party to the arbitration, the hearing shall be held in Los Angeles. If the WGAE or a WGAE-represented Writer is a party to the arbitration, the hearing shall be held in New York City. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the parties shall mutually decide whether the hearing will be held in Los Angeles or New York City.
- B. After consulting with the parties as to their availability, the Arbitrator shall order a hearing on the Claim and, if applicable, the Counterclaim. Absent extenuating circumstances, the hearing shall commence within 60 days of the selection of the arbitrator and shall conclude within 60 days after the first day of hearing.
- C. The Arbitrator shall have the authority to issue subpoenas to compel the attendance of witnesses and/or the production of documents. Subpoenas *duces tecum* may be made returnable on a specified date (no less than 20 days after service of the subpoena) before the arbitration hearing. Upon good cause shown, the Arbitrator shall have discretion to permit other pre-hearing discovery, including the taking of oral depositions.

- D. At the hearing, each party shall have the right to present any evidence that is relevant and material to the Claim or Counterclaim. The parties shall have the right to submit post-hearing briefs.
- E. The complainant has the burden of proving its Claim by a preponderance of the evidence. The respondent has the burden of proving its Counterclaim by a preponderance of the evidence.

#### **SECTION 6 - DECISION**

- A. The Arbitrator shall be expected to render a written decision within 30 days of the conclusion of the hearing.
- B. The Arbitrator shall not have the jurisdiction or the authority to add to, subtract from, or alter in any way the Agreement, Rider W, or these Rules.
- C. The Arbitrator's award shall be final and binding on the parties, except as provided in Section 5.C. of the Agreement.

#### **SECTION 7 - ARBITRATION COSTS**

The costs of the arbitration, including the arbitrator's fee and court reporter's fee, shall be equally split among the parties, unless the Arbitrator's award specifies otherwise.

#### **SECTION 8 - LAW GOVERNING THE ARBITRATION**

- A. An arbitration governed by these Rules shall be subject to the laws of the state in which the arbitration hearing is held, unless otherwise provided in the Agreement or Rider W.
- B. Arbitrations subject to the laws of the State of California shall be held pursuant to Section 1700.45 of the California Labor Code. Accordingly, the complainant shall give reasonable written notice to the California Labor Commissioner of the time and place of the arbitration hearing, and the Labor Commissioner or his or her authorized representative has the right to attend the arbitration hearing. Section 1700.44 of the California Labor Code. shall not govern arbitrations subject to these Rules.

#### **SECTION 9 - SERVICE**

- A. A Claim or Counterclaim must be served by certified mail or by personal delivery. All other notices or papers shall be served by email.
- B. A petition to confirm, modify, or vacate an arbitration award in any court of competent jurisdiction shall be served upon the respondent by certified mail or personal delivery.

# Exhibit D

## FRANCHISE AGREEMENT

This mutually agreed upon Franchise Agreement (“Agreement”) between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, “Guild” or “WGA”) and Paradigm Talent Agency, LLC (“Agent”) governs Agent’s representation of covered writers (“Writers”) engaged in the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement (“CBA”). Agent agrees to be bound by all terms and conditions contained herein, including the appended Standard Representation Agreement (“Rider W”) and Rules Governing Arbitration, which are incorporated as part of this Agreement. The works written by Writers under a Guild CBA are referred to herein as “Motion Pictures.”

### SECTION 1 - PURPOSE AND SCOPE

Consistent with its role as exclusive bargaining representative, the Guild is authorized by law to specify the terms set forth herein under which an agent may perform certain representational duties. The purpose of this Agreement is to ensure that Agent fulfills its fiduciary duties and to align Agent’s financial incentives with those of its writer clients.

This Agreement shall be limited to the Agent’s representation of Writers with respect to the option and sale of literary material or the rendition of writing services in a field of work covered by a Guild CBA. The provisions of the Agreement shall not apply to the Agent’s representation of a Writer with respect to the Writer’s non-writing services or other services not covered by a Guild CBA or as to which the Guild is not the exclusive bargaining representative.

### SECTION 2 - PARTIES BOUND

The terms of the Agreement shall be binding on the Agent and all of its individual agents, employees, partners, principals, joint venturers and shareholders. With respect to the obligations under this Agreement, Agent shall at all times remain vicariously liable for the actions taken by such individuals on its behalf or within the scope of the individuals’ employment or agency.

### SECTION 3 - STANDARDS OF CONDUCT FOR AGENTS IN PROVIDING SERVICES

#### A. AGENT-WRITER RELATIONSHIP

1. Agent shall at all times act as a fiduciary of Writer, and shall comply with all fiduciary duties imposed by statute or common law.
2. Agent’s representation of Writer shall not be detrimentally or negatively influenced by its representation of any other Writer.
3. Agent shall promptly disclose to Writer all inquiries, offers and expressions of interest regarding employment or sale or option of literary material, and shall keep Writer apprised of the status of all negotiations.
4. Agent shall maintain confidentiality with respect to Writer’s employment and financial affairs, except as otherwise provided herein or in the event Writer requests disclosure.
5. Prior to submitting Writer for employment on a project, Agent shall make a good faith effort to ascertain whether the employer or producer has secured underlying rights necessary for the assignment and shall provide Writer with all pertinent information known to Agent at the time of submission.

6. Agent shall be responsive and professional in communicating with Writer.

B. CONFLICT OF INTEREST

1. No Agent shall have more than a 10% non-controlling ownership or other financial interest in, or shall be owned by or affiliated with any entity or individual that has more than a 10% non-controlling ownership or other financial interest in, any entity or individual engaged in the production or distribution of Motion Pictures. Upon request by the Guild, Agent will provide documentation verifying any ownership or other financial interest subject to this provision.
2. Except as otherwise provided herein, no Agent shall have an ownership or other financial interest in, or shall be owned by or affiliated with any business venture that would create a conflict of interest with Agent's representation of a Writer.
3. Except as otherwise provided herein, no Agent shall derive any revenue or tangible financial benefit from a Writer's option or sale of material for or employment on a Motion Picture project, other than a percentage commission based on the Writer's compensation or fee, with the exception of gifts or gratuities that are customary and de minimis.
4. No Agent shall accept a packaging fee, or any other money or thing of value from the employer of a Writer, with the exception of gifts or gratuities that are customary and de minimis and except as permitted under Section 9 of the Agreement.
5. The following activities by an Agent shall not be deemed conflicts of interest prohibited by this Agreement:
  - a. An Agent's concurrent representation on a commission basis of multiple clients employed or submitted for employment on the same Motion Picture project. Upon request by Writer, Agent shall disclose to Writer the names of all other Writers represented by Agent who are employed on, or actively being submitted for employment on, a project. Such disclosure shall be made in writing within ten (10) business days of the Writer's request.
  - b. An Agent's representation, on a commission or fee-for-service basis of a producer (e.g., a POD) attached to a Motion Picture project, provided that such producer shall not employ, or purchase or option literary material from, any Writer on the project.
  - c. An Agent's representation, on a commission or fee-for-service basis, of the owner of or holder of rights in intellectual property on which a Motion Picture project will be based.
6. Agent shall disclose to Writer any fact or relationship creating a conflict of interest prohibited by this Agreement.



### C. AGENT COMPENSATION

1. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a Motion Picture under any applicable CBA (including, but not by way of limitation, supplementary or additional minimum compensation of any kind pursuant to Articles 14.G., 15., 16., 64. of the applicable WGA Theatrical and Television Basic Agreement).
2. Agent shall not circumvent limits on commissions under this Agreement by charging fees for other services, except that Agent shall be permitted to receive compensation for feature film financing, distribution, and sales services, subject to the following limitations:
  - a. In the event Writer retains Agent to perform these services, Agent shall fully disclose the relevant fees in writing prior to incurring them, and Writer may choose whether to proceed with Agent's performance of services;
  - b. In the event Agent is retained to perform such services by a party other than the Writer, Agent shall fully disclose the relevant fees, in writing to the Writer. Such disclosure shall be made at the earliest possible time. In the event that Agent's agreement to provide such services predates Writer's involvement in the project, disclosure shall be made before Writer enters into any contractual commitment for the project;
  - c. The services described in this subsection C.2 shall be permitted on films with intended budgets greater than \$30 million only with the consent of the Guild; for clarity, Guild's consent is not required for films with intended budgets of less than \$30 million. The Guild will consult with the Writer and consent will not be unreasonably denied or delayed. This Subsection 3.C.2.c. shall not apply where Agent's agreement to provide feature film financing, distribution, and sales services predates Writer's involvement in the project;
  - d. In no event shall an offer of employment or purchase of material made to a Writer be contingent on any other party agreeing to retain Agent for feature film financing, distribution, or sales services; and
  - e. On Guild's request, but no more frequently than on a semi-annual basis, Agent shall provide the Guild with a list of films involving covered Writers on which Agent is performing financing, distribution, or sales services and has secured financing, distribution, or sales. The list shall include the name of the Writer, the intended budget of the film, and the amount of fees received by Agent for performing such film financing, distribution, and sales services.
3. Agent shall provide promptly and no less frequently than quarterly to Writer and to the Guild an itemized statement showing in standardized electronic format (a) all compensation received by or on behalf of Writer; and (b) all commissions (including package fees) received by Agent related to its representation of Writer, provided compensation has been received by or on

behalf of Writer or commissions have been received by Agent related to its representation of Writer during the reporting period.

- a. Guild shall have the right to audit such statements no more frequently than once per year, with the right to audit being subject to the confidentiality requirements in subsection 3.E.2. below. The Guild's annual audit of such statements shall be limited to 25% of Agent's Writer clients, which sample shall be determined by the Guild. Where an Agent has provided feature film financing, distribution, and sales services, as described in subsection 2 above, Agent shall provide documentation of the related fees when Writer or Guild audits the Agent's commissions received by Agent related to its representation of Writer.
- b. The right to audit shall be limited to the items specified in this subsection 3 and shall not include the Agency's finances generally, the compensation and commissions of non-Writer clients, or packaging agreements entered into prior to the Effective Date of the Agreement.

#### D. NOTIFICATION TO GUILD

1. Subject to the provisions of Section E below, Agent shall provide the Guild with a copy of the agreement or a summary of essential deal terms of any agreement engaging the Writer's services or acquiring the Writer's written material no later than 10 business days after the earlier of (a) the existence of a binding contractual commitment; or (b) the commencement of Writer's writing services. Where such agreement is later amended or superseded by a long-form agreement, Agent shall also provide the Guild with a copy of the amendment or long-form agreement.
2. Agent shall provide the Guild with notice of Writer's commencement of services or delivery of literary material, or other material fact triggering compensation, by copying the Guild on any invoice relating to the payment obligations.
3. Agent shall provide the Guild with copies of all representation agreements with Writer.

#### E. CONFIDENTIALITY AND OBJECTION TO DISCLOSURE

1. Insofar as the subsections C and D above require the provision of confidential information relating to a specific Writer, the Guild shall use reasonable efforts to maintain the confidentiality of the information and such efforts shall in no event be less than the efforts the Guild uses to protect its own confidential information. The Guild shall maintain and use such information subject to its duty of fair representation, provided that nothing in this subsection D shall prohibit the Guild from aggregating the data in a manner that does not disclose the confidential information of a particular Writer and/or Agent. The Guild shall treat all information submitted by Agent with heightened security protocols and to limit access to staff with a valid Guild business need to access the information, who have received enhanced data security training, and who have signed non-disclosure agreements specific to agent-submitted data.

2. A Writer may submit a written objection (“Objection”) to the Agent concerning Agent’s disclosure to the Guild of any of the information referred to in subsections 3.C.3. and 3.D.1.-2. above. Agent shall not encourage any Writer to submit an Objection, nor require Writer to submit an Objection as a condition of representation by Agent.
3. Where a Writer has submitted an Objection, the following procedures shall apply:
  - i. Agent shall explain to Writer the nature of the disclosure requirement (including the confidentiality protections) under the Agreement and shall provide the Writer a Guild-prepared statement explaining the advantages of providing the information at issue to the Guild.
  - ii. If Writer does not withdraw the Objection within five (5) business days of submission to the Agent, Agent shall promptly provide the Guild with a copy of the Objection and promptly identify (i.e., inform the Guild of the existence of) the contract or other information being withheld on the basis of the Objection. Agent shall also immediately provide to Writer a copy of the contract or other information being withheld from the Guild on the basis of the Objection, unless Agent already provided such contract or information to Writer before Writer submitted the Objection to Agent. For the avoidance of doubt, where Writer has submitted an Objection, Agent shall not be required to provide the Guild the actual contract or other information subject to the Objection. The Agent’s obligations under this subparagraph (ii) to promptly identify to the Guild, and immediately provide to Writer a copy of, the contract or other information being withheld on the basis of the Objection shall be continuing and apply each time Agent withholds a contract or other information on the basis of the Objection.
  - iii. Agent’s obligation to provide the Guild with information subject to an Objection shall be satisfied upon Agent’s compliance with the requirements of subsections (i) and (ii) above, until such time as Writer withdraws the Objection.

#### F. ENFORCEMENT OF CBA AND WRITER’S INDIVIDUAL WRITING AGREEMENTS

1. Agent shall not encourage Writer to violate any provision of a CBA.
2. Agent shall zealously advocate for Writer’s best interests in all aspects of the employment relationship, including but not limited to the following:
  - a. Advising on the disadvantages of Writer’s performance of uncompensated or speculative writing services;
  - b. Advocating in favor of multiple steps in theatrical deals; and
  - c. Protecting Writer from abusive hiring practices such as sweepstakes pitching.
3. Agent shall be aware of and monitor the contractual deadline for the payment of all compensation to the Writer, and shall promptly notify the Guild in the

event a payment is late. Agent may delay notification to the Guild up to seven business days if it is actively pursuing payment.

4. Agent shall cooperate fully with the Guild in any investigation or contract enforcement action undertaken on behalf of a Writer.
5. Agent shall not encourage Writer to violate any Guild rule.

**G. NON-DISCRIMINATION AND INCLUSION**

1. Agent is committed to representing diverse Writers. Agent shall comply with any applicable state and federal anti-discrimination laws in its selection and representation of Writers.
2. Agent supports industry-wide efforts to prevent harassment and discrimination and its Writers' interest in avoiding being subjected to a hostile work environment or other forms of workplace harassment. Agent shall not schedule or refer Writer to a meeting regarding potential employment in a hotel room or other location posing a threat to Writer's personal safety.
3. Agent shall make reasonable good faith efforts to refer qualified diverse Writers for open writing assignments.
4. Agent shall consult with Writer regarding diversity as a factor in their procurement of employment.
5. Agent shall make reasonable good faith efforts to support Guild's diversity and inclusion efforts. Agent shall provide the Guild with an annual report summarizing Agent's diversity efforts, which report will remain private to the Guild only.

**SECTION 4 - STANDARD REPRESENTATION AGREEMENT (RIDER W)**

Appended to this Agreement as Attachment 1 is the standard representation agreement, referred to herein as "Rider W." The terms of Rider W shall be deemed to be incorporated into any representation agreement, written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in their representation agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

**SECTION 5 - DISPUTE RESOLUTION**

- A. The following controversies between the Guild and an Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2:
  1. Any dispute concerning the interpretation of, or the performance of any obligation under the Agreement;
  2. Any dispute concerning the interpretation of, or the performance of any obligation under, Rider W; and

3. Any claim brought by the Guild to terminate this Agreement based on an alleged material violation of this Agreement or Rider W.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy that is within the scope of this Agreement. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief, including suspension or termination of this Agreement. Upon a finding that the opposing party acted in bad faith, the arbitrator may also award attorneys' fees and costs to the prevailing party.
  - C. The decision of an arbitrator under this section shall be final and binding except as expressly provided herein, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Notwithstanding the foregoing, any arbitration award terminating this Agreement and Agent's right to represent covered Writers shall be subject to *de novo* review in a court of competent jurisdiction.

## **SECTION 6 - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall be effective upon the date that both parties execute it (the "Effective Date"). This Agreement shall not apply to, nor impair the right of Agent to receive compensation based on, services rendered by Agent before such Effective Date.
- B. In administering the disclosure requirements under subsections 3.C.3., 3.C.2.e., and 3.G.5. above, the Guild will take into account Agent's limited staffing and recordkeeping capacities.
- C. If any provisions of this Agreement are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.

## **SECTION 7 - TERMINATION AND RENEGOTIATION**

- A. This Agreement shall remain in effect until April 12, 2025, unless it is found to be unenforceable or is ordered terminated by an arbitrator or court of competent jurisdiction. Either the Guild or the Agent shall have the right to terminate and propose modifications to the Agreement by serving written notice on the other party at least 120 days prior to the termination date. If neither party serves timely notice of termination, the Agreement will automatically be extended for additional one-year periods, subject to the right of either party to serve a notice of termination at least 120 days prior to the termination date then in effect.
- B. Notwithstanding subsection 7.A. above, Agent shall have the right to terminate its obligations under this Agreement upon written notice to Guild. Agent's termination under this subsection 7.B. shall be effective 45 days after its service of such notice.

## **SECTION 8 – MOST FAVORED NATIONS**

In the event that after the Effective Date, Guild enters into an agreement, including any attachments, riders, or modifications, with any other agency or association representing agencies containing terms or conditions more favorable to the agency than those contained herein, Agency shall have the option of accepting any or all of the more favorable terms.

**SECTION 9—PHASE-IN OF PACKAGING FEE PROHIBITION**

From the Effective Date until December 31, 2021, nothing in this Agreement shall be deemed to prohibit Agent’s negotiation of the right to receive a fee based on package representation in lieu of a percentage commission based on client compensation. During that period, where Writer is the sole initiating element of the package, Writer shall have the right to choose if the project can be packaged by Agent. In all other circumstances, Agent shall disclose to Writer its intent to seek a packaging fee and the financial terms thereof, and Writer shall be given the choice of whether to be part of the package. Agent’s right to negotiate packaging fees shall terminate on December 31, 2021.

In the event that on December 31, 2021, the WGA has not concluded a franchise agreement with, or otherwise prohibited by court order or other legal means the receipt of packaging fees (as they are currently named, but to include any fee, regardless of label, paid by a production company or studio directly to an agency) based on the representation of Writers by, two of the four major agency competitors of Paradigm (i.e., WME, CAA, UTA and ICM), WGA will extend the “sunset” date under this section to ensure that Paradigm is not placed at a competitive disadvantage with such competitor agencies.

Agent’s agreement to make the Term of this Agreement run through April 12, 2025 is a material inducement to the Guild to extend the packaging sunset to December 31, 2021. Notwithstanding such inducement, this subparagraph is not intended to alter or amend Agent’s termination right in Section 7.B. or, if such termination right is exercised by Agent, shorten the packaging sunset clause set forth above.

**SECTION 10—OPEN COMMUNICATION**

The Guild and Agent shall use reasonable efforts to have regular communication concerning the parties’ performance of their obligations under this Agreement, and will use reasonable efforts at amicably resolving any dispute concerning the application of the terms of this Agreement. The Guild and Agent may also from time to time meet for the purpose of discussing improvements to the administration of the Agreement.

**AGREED AND ACCEPTED:**

DocuSigned by:  
  
\_\_\_\_\_  
Sam Gores CC9899C5AB1342D...  
Chief Executive Officer  
Paradigm Talent Agency, LLC

DocuSigned by:  
  
\_\_\_\_\_  
David J. Young 8F7ABCE2C74C47A...  
Executive Director  
Writers Guild of America West, Inc.  
on behalf of itself and Writers Guild of America East, Inc.

## **ATTACHMENT 1 TO FRANCHISE AGREEMENT**

### **RIDER W**

This standard representation agreement, referred to herein as "Rider W," is attached to and made part of the Franchise Agreement ("Agreement") between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, "Guild" or "WGA") on the one hand and Paradigm Talent Agency, LLC ("Agent") on the other hand. The purpose of the Agreement and of this Rider W is to regulate the conduct of the Agent in the representation of writers ("Writers") engaged in the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement ("CBA").

#### **SECTION 1 - INCORPORATION OF STANDARD TERMS INTO REPRESENTATION AGREEMENT**

By operation of the Agreement, the terms of this Rider W shall be deemed to be incorporated into any representation agreement ("Representation Agreement"), written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in the Representation Agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

#### **SECTION 2 - TERM AND TERMINATION**

- A. The term of the Representation Agreement shall not exceed two (2) years.
- B. The Representation Agreement may be terminated by Writer during its term for any of the following causes:
  1. If Writer is not offered employment which is subject to this Rider W from a bona fide employer with respect to services covered hereunder during any period in excess of six (6) consecutive months, during all of which time Writer is ready, able and willing to accept employment. Writer may exercise this right of termination by written notice served on Agent by certified mail at its primary place of business. The right of termination under this section shall be deemed waived by Writer if, after expiration of the six (6) month period but before service of a notice of termination, Writer accepts an offer of employment by a bona fide employer;
  2. Any material breach by Agent of the provisions of the Agreement or of Agent's fiduciary obligations to the Writer;
  3. If Agent, during any strike by WGA, obtains employment or makes the sale or option of any literary material for any Writer with a producer or other person as to whom WGA is on strike;
  4. Agent's removal from the list of agents bound by an appropriate franchise agreement, provided that such removal is final and all applicable appeal rights have been exhausted.

### SECTION 3 - COMMISSIONS

- A. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a Motion Picture under any applicable CBA (including, but not by way of limitation, supplementary or additional compensation of any kind pursuant to Articles 14.G., 15., 16., 64. of the applicable WGA Theatrical and Television Basic Agreement).<sup>1</sup>
- B. Agent's commission shall be payable when gross compensation is received by the Writer (including Writer's loan-out corporation) or the Agent. If the gross compensation is received by the Agent on behalf of Writer, Agent is authorized to deduct the commission due and shall promptly remit the remaining compensation to Writer. If the gross compensation is received by Writer or Writer's loan-out corporation, Writer shall promptly remit the commission due to Agent.
- C. The following shall apply relating to commissions after termination of the Representation Agreement between Writer and Agent.
1. An Agent terminated by a Writer having a right to do so ("Terminated Agent") can continue to collect commissions on contracts procured and substantially negotiated prior to such termination or expiration but not on improvements negotiated after such termination, except to the extent provided in subsection 3.C.2.b.(ii).
  2. The following shall apply to direct or indirect renewals, substitutions, replacements, extensions or modifications of contracts referred to in subsection 3.C.1.
    - a. In no event, other than as provided in this subsection 3.C.2, will the Terminated Agent be entitled to receive commissions in excess of the amount that would have been paid under the contract as it existed at the time of termination.
    - b. Agent shall only be entitled to commission renewals, substitutions, replacements, extensions or modifications if:
      - (i) such renewals, substitutions, replacements, extensions or modifications are negotiated terms of the initial contract negotiated by Terminated Agent (e.g., the original agreement contained options for extension of the employment term, and those options are exercised after termination), in which case Agent shall be entitled to commission on all employment contemplated by the original agreement; however, Writer's new Agent shall have the right to commission any improvements negotiated by the new Agent, pursuant to subsection C.4 below; or
      - (ii) the Writer's employment terminates within one (1) year after termination of the Representation Agreement, and the Writer

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<sup>1</sup> Nothing contained in Section 3.A. of Rider W is intended to render void Section 9 of the Agreement.



obtains without any break in employment (except for a production hiatus) an extended, renewed, replaced, substituted or modified employment with the same employer ("renewed employment"), in which case Terminated Agent shall be entitled to commissions for the shorter of (a) the term of the renewed employment; or (b) one (1) year after the commencement of the renewed employment. If, subsequent to termination of an Agent but within the one-year period set forth in this subsection 3.C.2.b.(ii), the Writer enters into a representation agreement with a new Agent, which provides for services and commissions with reference to said renewed employment, the Terminated Agent's commission shall be reduced accordingly, but not below five percent (5%).

3. The Terminated Agent shall continue to be ready, willing, and able to provide services, with respect to such contracts for which the Agent continues to receive commission pursuant to subsections 3.C.1 and 3.C.2 above, and upon which the Agent's commission is based.
4. If the Writer obtains a new Agent, and the new Agent renegotiates such existing contract, the new Agent shall be entitled to commission on any excess in amount of such contract, with the Terminated Agent entitled to the commission on the existing contract, prior to any improvement, except to the extent provided in subsection 3.C.2.b.(ii).
5. Terminated Agent's right, if any, to commissions on profit participations, royalties, and other continuing payments to the Writer, if any, shall continue regardless of the termination of the representation with respect to the contract at the time of the termination.
6. In no case may Writer incur commission obligations totaling in excess of ten percent (10%) to one or more Agents.

#### **SECTION 4 - ACCOUNTING**

Agent shall not collect monies belonging to Writer unless Agent has prior written authority from the Writer to do so. All monies belonging to the Writer when received by the Agent shall be faithfully accounted for by the Agent and promptly paid over to the Writer or as directed by the Writer, provided, however, that Agent may deduct from such monies any commission payable to Agent or Writer's other authorized representatives, as well as any monies owing from the Writer to the Agent whether for past commission or for loans made to the Writer or monies advanced for Writer or for his account. Monies belonging to Writer shall not be commingled with monies belonging to the Agent, but shall be segregated and kept in a separate account which may be known as "client's account" or "trust account" or an account similar in nature. Agent may have one or more of such accounts and may commingle monies of other clients with the monies of the Writer in such account.

#### **SECTION 5 - INFORMATION SHARING**

Writer authorizes Agent to provide information to the Guild as required by, and subject to subsection 3.E.2. of, the Agreement and consistent with the Guild's Working Rules.

**SECTION 6 - DISPUTE RESOLUTION**

- A. The following controversies between Writer and Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2 to the Agreement
  - 1. Any dispute concerning the interpretation of, or the performance of any obligation under, this Rider W;
  - 2. Any dispute concerning the interpretation of, or the performance of any obligation under the Agreement;
  - 3. Any dispute regarding commission due to Agent.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy that is within the scope of this Agreement. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief, including suspension or termination of the Agreement. Upon a finding that the opposing party acted in bad faith, the arbitrator may also award attorneys' fees and costs to the prevailing party.
- C. The decision of an arbitrator under this section shall be final and binding except as expressly provided herein, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Notwithstanding the foregoing, any arbitration award terminating this Agreement and Agent's right to represent covered Writers shall be subject to *de novo* review in a court of competent jurisdiction,

**SECTION 7 - MISCELLANEOUS PROVISIONS**

- A. This Rider W shall be effective as to each Agent upon the date of the Agreement and shall be deemed to be incorporated into any Representation Agreement then in effect between Agent and any Writer.
- B. If any provisions of this Rider W are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.
- C. Agent acknowledges that he has complied with all licensing requirements of any state in which he is conducting business.

**WRITER AND AGENT HEREBY AGREE TO THE FOREGOING:**

**DATED:** \_\_\_\_\_ **By** \_\_\_\_\_  
**WRITER**

**DATED:** \_\_\_\_\_ **By** \_\_\_\_\_  
**AGENT**

THIS RIDER W TO A REPRESENTATION AGREEMENT HAS BEEN APPROVED AS TO FORM BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA ON

\_\_\_\_\_.

THIS RIDER W HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE WRITERS GUILD OF AMERICA.

## **ATTACHMENT 2 TO FRANCHISE AGREEMENT**

### **RULES GOVERNING ARBITRATION**

The following Rules Governing Arbitration (“Rules”) govern arbitrations arising under Section 5 of the Franchise Agreement (“Agreement”) and Section 5 of the Standard Representation Agreement (“Rider W”). The Rules incorporate by reference the Agreement and Rider W, including the terms defined therein.

#### **SECTION 1 - EXCLUSIVITY**

- A. The arbitration procedures established by these Rules shall be the exclusive method for resolving any and all controversies as defined in Section 5.A. of the Agreement and Section 6.A. of Rider W.
- B. The arbitrator shall have the power to rule on his or her own jurisdiction, including any questions of procedural arbitrability and any objections with respect to the existence, scope, or validity of the arbitration agreement.
- C. The arbitrator shall also have the power to determine the existence or validity of a contract of which the arbitration clause contained in the Agreement, Rider W, or these Rules forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

#### **SECTION 2 - CLAIM**

- A. A complainant initiates an arbitration under these Rules by serving a Claim on the respondent. Prior to initiating a formal Claim, the party asserting the Claim shall contact the opposing party and attempt informally to resolve the dispute.
- B. A Claim seeks resolution of a controversy as defined in Section 5.A. of the Agreement or Section 6.A. of Rider W.
- C. The Claim shall be in writing and contain the following information: (i) the complainant’s name; (ii) the complainant’s address; (iii) a brief written statement of the Claim and the relief sought; and (iv) the name of the respondent.
- D. A Claim must be served on the respondent within twenty-four (24) months from the date the complainant obtained knowledge of the facts upon which the Claim is based, but no later than three years from the date of the occurrence of the facts upon which the Claim is based.
- E. Any Claim brought by an Agent against a Writer under Section 5.A. of Rider W shall concurrently be served on the Guild and the ATA. The Guild may but is not required to participate as a party in the proceeding.

#### **SECTION 3 - COUNTERCLAIM**

- A. The respondent may serve a Counterclaim on the complainant, which must be in writing and contain the same information as a Claim.

- B. A Counterclaim seeks resolution of a controversy as defined in Section 5.A. of the Agreement or Section 6.A. of Rider W.
- C. A Counterclaim must be served within twenty-four (24) months from the date the respondent obtained knowledge of the facts upon which the Counterclaim is based, but no later than three years from the date of the occurrence of the facts upon which the Counterclaim is based.
- D. Any Counterclaim brought by an Agent against a Writer shall concurrently be served on the Guild and the ATA. The Guild may but is not required to participate as a party in the proceeding.

**SECTION 4 - ARBITRATOR**

A. AUTHORIZED LIST OF ARBITRATORS

- 1. The Claim and, if applicable, the Counterclaim, shall be submitted to a sole neutral arbitrator (“Arbitrator”) selected from the applicable authorized list of arbitrators (“Authorized List”):

**LOS ANGELES:**

- Christopher David Ruiz Cameron
- Catherine Fisk
- Joel Grossman
- Fredric R. Horowitz
- Barry Winograd
- Louis Meisinger
- Greg Derin
- Carol Wittenberg
- Carlos Moreno

**NEW YORK:**

- Howard Edelman
- Susan McKenzie
- George Nicolau
- Joan Parker
- Janet Spencer

- Martin Scheinman
  - Erica Garay
  - Carol Wittenberg
  - Carlos Moreno
2. The Los Angeles Authorized List shall apply if the Writers Guild of America, West, Inc. (“WGAW”) or a WGAW-represented Writer is a party to the arbitration. The New York Authorized List shall apply if the Writers Guild of America, East, Inc. (“WGAE”) or a WGAE-represented Writer is a party to the arbitration. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the WGAW and WGAE shall decide which Authorized List applies.
  3. Only an Arbitrator from the Authorized List shall have authority to adjudicate a Claim or Counterclaim or any issue arising in connection therewith, unless the parties mutually agree on an alternate arbitrator.
  4. The parties may mutually agree to modify the Authorized Lists during the term of the Agreement.

#### B. ARBITRATOR SELECTION

1. The parties shall select the Arbitrator from the applicable Authorized List within ten (10) business days of service of the Claim on the respondent. In the event the parties cannot mutually agree upon an Arbitrator from the Authorized List, the parties shall alternate in striking a name from the Authorized List until one (1) arbitrator’s name remains (“Strike Process”). The Arbitrator whose name remains shall be the Arbitrator. The complainant shall make the first strike. In the event that one of the parties fails to participate in the Strike Process, or fails to strike in order or timely, the other party may unilaterally select the Arbitrator.
2. The parties may agree in writing to extend the time period to select the Arbitrator. The extension will no longer be deemed effective if either party gives written notice to the other, in which case the parties shall select an arbitrator within ten (10) business days of service of the notice.

### SECTION 5 - HEARING

- A. If the WGAW or a WGAW-represented Writer is a party to the arbitration, the hearing shall be held in Los Angeles. If the WGAE or a WGAE-represented Writer is a party to the arbitration, the hearing shall be held in New York City. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the parties shall mutually decide whether the hearing will be held in Los Angeles or New York City.
- B. After consulting with the parties as to their availability, the Arbitrator shall order a hearing on the Claim and, if applicable, the Counterclaim. Absent extenuating circumstances, the hearing shall commence within 60 days of the selection of the arbitrator and shall conclude within 60 days after the first day of hearing.

- C. The Arbitrator shall have the authority to issue subpoenas to compel the attendance of witnesses and/or the production of documents. Subpoenas *duces tecum* may be made returnable on a specified date (no less than 20 days after service of the subpoena) before the arbitration hearing. Upon good cause shown, the Arbitrator shall have discretion to permit other pre-hearing discovery, including the taking of oral depositions.
- D. At the hearing, each party shall have the right to present any evidence that is relevant and material to the Claim or Counterclaim. The parties shall have the right to submit post-hearing briefs.
- E. The complainant has the burden of proving its Claim by a preponderance of the evidence. The respondent has the burden of proving its Counterclaim by a preponderance of the evidence.

#### **SECTION 6 - DECISION**

- A. The Arbitrator shall be expected to render a written decision within 30 days of the conclusion of the hearing.
- B. The Arbitrator shall not have the jurisdiction or the authority to add to, subtract from, or alter in any way the Agreement, Rider W, or these Rules.
- C. The Arbitrator's award shall be final and binding on the parties, except as provided in Section 5.C. of the Agreement.

#### **SECTION 7 - ARBITRATION COSTS**

The costs of the arbitration, including the arbitrator's fee and court reporter's fee, shall be equally split among the parties, unless the Arbitrator's award specifies otherwise.

#### **SECTION 8 - LAW GOVERNING THE ARBITRATION**

- A. An arbitration governed by these Rules shall be subject to the laws of the state in which the arbitration hearing is held, unless otherwise provided in the Agreement or Rider W.
- B. Arbitrations subject to the laws of the State of California shall be held pursuant to Section 1700.45 of the California Labor Code. Accordingly, the complainant shall give reasonable written notice to the California Labor Commissioner of the time and place of the arbitration hearing, and the Labor Commissioner or his or her authorized representative has the right to attend the arbitration hearing. Section 1700.44 of the California Labor Code. shall not govern arbitrations subject to these Rules.

**SECTION 9 - SERVICE**

- A. A Claim or Counterclaim must be served by certified mail or by personal delivery. All other notices or papers shall be served by email.
- B. A petition to confirm, modify, or vacate an arbitration award in any court of competent jurisdiction shall be served upon the respondent by certified mail or personal delivery.

**SECTION 10 – CHOICE OF REPRESENTATIVE**

For the avoidance of doubt, the parties recognize that Agent may designate the representative of its choosing in connection with any proceeding arising under the Rules.



# Exhibit E

## FRANCHISE AGREEMENT

This mutually agreed upon Franchise Agreement (“Agreement”) between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, “Guild” or “WGA”) and United Talent Agency, LLC (“Agent”) governs Agent’s representation of covered writers (“Writers”) engaged in the option and sale of literary material<sup>1</sup> or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement (“CBA”). Such covered options, sales and services are collectively referred to herein as “Services.” WGA and Agent agree to be bound by all terms and conditions contained herein, including the appended Standard Representation Agreement (“Rider W”) and Rules Governing Arbitration, which are incorporated as part of this Agreement. The works written by Writers under a Guild CBA are referred to herein as “Motion Pictures.”

### SECTION 1 - PURPOSE AND SCOPE

The Guild, consistent with its role as exclusive collective bargaining representative for Writers, and Agent negotiated in good faith the Agreement, which is a mutual agreement between the parties. The purpose of this Agreement is to ensure that Agent fulfills its fiduciary duties to its Writer clients and to align Agent’s financial incentives with those of its Writer clients.

This Agreement shall be limited to the Agent’s representation of Writers with respect to the option and sale of literary material or the rendition of writing services in a field of work covered by a Guild CBA. The provisions of the Agreement shall not apply to the Agent’s representation of a Writer with respect to the Writer’s non-writing services or other services not covered by a Guild CBA or as to which the Guild is not the exclusive collective bargaining representative.

### SECTION 2 - PARTIES BOUND

The terms of the Agreement shall be binding on the Guild and the Agent and each of the parties’ respective individual agents, employees, partners, principals, and shareholders. With respect to the obligations under this Agreement, Agent and the Guild shall at all times remain vicariously liable for the actions taken by such individuals on the party’s behalf or within the scope of the individuals’ employment or agency.

### SECTION 3 - STANDARDS OF CONDUCT FOR AGENTS IN PROVIDING SERVICES

#### A. AGENT-WRITER RELATIONSHIP

1. Agent shall at all times act as a fiduciary of Writer, and shall comply with all fiduciary duties imposed by statute or common law.
2. Agent’s representation of Writer shall not be detrimentally or negatively influenced by its representation of any other Writer. For the avoidance of doubt, Agent’s representation of multiple Writers on a single project is not deemed to be a conflict of interest as set forth in Section 3.B.5.a. below.
3. Agent shall promptly disclose to Writer all *bona fide* inquiries, offers and expressions of interest regarding employment or sale or option of literary material, and shall keep Writer apprised of the status of all negotiations.

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<sup>1</sup> For purposes of this Agreement, “literary material” shall have the same meaning as it does under the Writers Guild of America Theatrical and Television Basic Agreement.

4. Agent shall maintain confidentiality with respect to Writer's terms of employment and any confidential financial affairs of the Writer, except as otherwise provided herein or in the event Writer requests disclosure.
5. Prior to submitting Writer for employment on a project, Agent shall make a good faith effort to ascertain whether the employer or producer has secured, or is in the process of securing, underlying rights necessary for the assignment and shall provide Writer with all pertinent information known to Agent at the time of submission.
6. Agent shall be responsive and professional in communicating with Writer.

#### B. CONFLICT OF INTEREST

1. No Agent shall have more than a 20% non-controlling ownership or other financial interest in, or shall be owned by or affiliated with any entity or individual that has more than a 20% non-controlling ownership or other financial interest in, any entity or individual engaged in the production or distribution of Motion Pictures ("Affiliate Production Entity"). Agent shall not have any creative, financial, or operational controls over any Affiliate Production Entity. With regard to any Affiliate Production Entity, upon reasonable written request by the Guild, Agent will provide written documentation to verify both the identity of the Affiliate Production Entity and the ownership percentage or other financial interest subject to this provision, provided that Agent may redact all confidential and/or proprietary information contained in any such documentation disclosed under this Subsection.
2. Except as otherwise provided herein, no Agent shall have an ownership or other financial interest in, or shall be owned by or affiliated with any business venture that would create a conflict of interest with Agent's representation of a Writer that would violate Agent's duty under Section 3.A.1. above.
3. Except as otherwise provided herein, no Agent shall derive any revenue or tangible financial benefit from a Writer's option or sale of material for or employment on a Motion Picture project, other than a percentage commission (as set forth herein) based on the Writer's compensation or fee, with the exception of gifts or gratuities that are customary and de minimis.
4. Except as otherwise provided herein, no Agent shall accept a packaging fee, or any other money or thing of value from the employer of a Writer, with the exception of gifts or gratuities that are customary and de minimis.
5. The activities by an Agent that shall not be deemed conflicts of interest prohibited by this Agreement include:
  - a. An Agent's concurrent representation on a commission basis of multiple clients employed or submitted for employment on the same Motion Picture project. Upon written request by Writer, Agent shall, to the best of Agent's knowledge after conducting a good-faith, reasonable inquiry, disclose to Writer the names of all other Writers represented by Agent who are employed on a project. Such disclosure shall be made in writing within ten (10) business days of the Writer's written request, and shall not be deemed to be a violation of Agent's obligations in Section 3.A.4. above.

- b. An Agent's representation, on a commission or fee-for-service basis of a producer (*e.g.*, a POD) attached to a Motion Picture project. For the avoidance of doubt, Agent shall not represent a producer or POD in its capacity as a Guild signatory employer, provided that Agent shall otherwise be able to represent such producer or POD.
  - c. An Agent's representation, on a commission or fee-for-service basis, of the owner of or holder of rights in intellectual property on which a Motion Picture project will be based.
  - d. For the avoidance of doubt, Section 3.B.4. shall not prohibit Agent from receiving packaging fees, or any other money or thing of value, in connection with a project that is not covered by a WGA CBA.
6. Agent shall disclose to Writer any fact or relationship reasonably expected to create a conflict of interest prohibited by this Agreement.

### C. AGENT COMPENSATION

1. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a Motion Picture under any applicable CBA (including, but not by way of limitation, supplementary or additional minimum compensation of any kind pursuant to Articles 14.G., 15., 16., 64. of the applicable WGA Theatrical and Television Basic Agreement). For the avoidance of doubt, if Agent shares a Writer commission with a prior or subsequent agency, the combined commission shall not exceed ten percent (10%), as set forth in Section 3.C.6. of Rider W.
2. Agent shall not circumvent limits on commissions under this Agreement by charging other fees in connection with the Writer's Services, except that Agent shall be permitted to receive compensation for feature film financing, distribution, and sales services, subject to the following limitations:
  - a. In the event Writer retains Agent to perform these services, Agent shall fully disclose the relevant fees in writing prior to incurring them, and Writer may choose whether to proceed with Agent's performance of services;
  - b. In the event Agent is retained to perform such services by a party other than the Writer, Agent shall fully disclose the relevant fees, in writing to the Writer. Such disclosure shall be made at the earliest possible time. In the event that Agent's agreement to provide such services predates Writer's involvement in the project, disclosure shall be made before Writer enters into any contractual commitment for the project;
  - c. The services described in this subsection C.2 shall be permitted on films with intended budgets greater than \$50 million only with the consent of the Guild; for clarity, Guild's consent is not required for films with intended budgets of less than \$50 million. The Guild will consult with the Writer and consent will not be unreasonably denied, withheld, conditioned or delayed. This Subsection 3.C.2.c. shall not

apply where Agent's agreement to provide feature film financing, distribution, and sales services predates Writer's involvement in the project;

- d. In no event shall an offer of employment or purchase of material made to a Writer be contingent on any other party agreeing to retain Agent for feature film financing, distribution, or sales services; and
  - e. On Guild's request, but no more frequently than on an annual basis, Agent shall provide the Guild with a list of films involving covered Writers on which Agent is performing financing, distribution, or sales services and has secured financing, distribution, or sales. The list shall include the name of the Writer and the intended budget of the film if known to Agent at the time of the disclosure, provided that Agent shall not be in breach of this Section as a result of any subsequent changes to such budget.
3. Agent shall provide promptly and no less frequently than quarterly to Writer and to the Guild an itemized statement showing in standardized electronic format (a) all compensation received by Agent on behalf of Writer; and (b) all commissions received by Agent related to Writer's Services, provided compensation has been received by or on behalf of Writer or commissions have been received by Agent related to its representation of Writer during the reporting period. Notwithstanding the foregoing, Agent shall provide such itemized statements no later than 30 days after the end of each quarter for which it is reporting. Agent's itemized statements under this Subsection 3.C.3. shall identify any project in connection with which Agent is entitled to receive a packaging fee.

#### D. NOTIFICATION TO GUILD

1. Subject to the provisions of Section E below, Agent shall provide the Guild with a copy of the agreement or a summary of essential deal terms of any agreement for Writer's Services. Agent shall provide a copy of the agreement or a summary of the essential deal terms within fifteen (15) business days after it is generated in due course of business (either by the employer of Writer or by the Agent). Where such agreement is later amended or superseded by a long-form agreement, Agent shall also provide the Guild with a copy of the amendment or long-form agreement.
2. Agent's obligations under this Subsection 3.D.1. shall apply in connection with deals made during the term of this Agreement and deals under which a Writer is employed or compensated during the Term, provided that the timing requirement set forth in Subsection 3.D.1. shall not apply to any deals that were concluded prior to the Term and Agent shall use good faith efforts to provide any such information on a timely basis.
3. Agent shall provide the Guild with notice of Writer's commencement of Services or delivery of literary material, or other material fact triggering compensation, by copying the Guild on any invoice relating to the payment obligations.
4. Agent shall provide the Guild with copies of all written representation agreements with Writer.

E. CONFIDENTIALITY AND OBJECTION TO DISCLOSURE

1. Insofar as the subsections C and D above require the provision of confidential information relating to a specific Writer, the Guild shall use reasonable best efforts to maintain the confidentiality of the information and such efforts shall in no event be less than the efforts the Guild uses to protect its own confidential information. The Guild shall maintain and use such information subject to its duty of fair representation, provided that nothing in this subsection D shall prohibit the Guild from aggregating the data in a manner that does not disclose the confidential information of a particular Writer and/or Agent. The Guild shall treat all information submitted by Agent with heightened security protocols and to limit access to staff with a valid Guild business need to access the information, who have received enhanced data security training, and who have signed non-disclosure agreements specific to agent-submitted data.
2. A Writer may submit a written objection ("Objection") to the Agent concerning Agent's disclosure to the Guild of any of the information referred to in subsections 3.C.3. and 3.D.1.-3. above, in which case Agent shall not be required to disclose such information to the Guild until such time as the Writer withdraws the Objection in writing. Agent shall not encourage any Writer to submit an Objection, nor require Writer to submit an Objection as a condition of representation by Agent.
3. Where a Writer has submitted an Objection (and unless and until Writer withdraws such Objection in writing), the Agent has no further obligations to provide the Guild with any of the information referred to in Subsections 3.C.3. and 3.D.1.-3.

F. ENFORCEMENT OF CBA AND WRITER'S INDIVIDUAL WRITING AGREEMENTS

1. Agent shall not encourage Writer to violate any provision of a CBA.
2. Agent shall zealously advocate for Writer's best interests in all aspects of the employment relationship, including but not limited to the following:
  - a. Advising on the disadvantages of Writer's performance of uncompensated or speculative writing services;
  - b. Advocating in favor of multiple steps in theatrical deals; and
  - c. Advocating against abusive hiring practices such as sweepstakes pitching.
3. Agent shall be aware of and monitor the contractual deadline for the payment of all compensation to the Writer, and shall promptly notify the Guild in the event a payment is late. Agent may delay notification to the Guild up to seven (7) business days if it is actively pursuing payment.
4. Agent shall cooperate reasonably with the Guild in any investigation or contract enforcement action undertaken on behalf of a Writer.
5. Agent shall not encourage Writer to violate any Guild rule.

## G. NON-DISCRIMINATION AND INCLUSION

1. Agent is committed to representing diverse Writers. Agent shall comply with any applicable state and federal anti-discrimination laws in its selection and representation of Writers.
2. Agent supports industry-wide efforts to prevent harassment and discrimination and its Writers' interest in avoiding being subjected to a hostile work environment or other forms of workplace harassment. Agent shall not knowingly schedule or refer Writer to a meeting regarding potential employment in a hotel room or other location posing a threat to Writer's personal safety.
3. Agent shall make reasonable good faith efforts to refer qualified diverse Writers for open writing assignments.
4. Agent shall consult with Writer regarding diversity as a factor in their procurement of employment, subject to all applicable state and federal laws.
5. Agent and the Guild shall make reasonable good faith efforts to support each other's diversity and inclusion efforts. Agent shall provide the Guild with an annual report summarizing Agent's diversity and inclusion efforts, which report will remain private to the Guild only. Guild will provide Agent with its annual report summarizing the Guild's diversity and inclusion efforts. Agent and the Guild agree to meet and discuss each other's diversity and inclusion efforts on an annual basis.

## SECTION 4 - STANDARD REPRESENTATION AGREEMENT (RIDER W)

Appended to this Agreement as Attachment 1 is the standard representation agreement, referred to herein as "Rider W." The terms of Rider W shall be deemed to be incorporated into any representation agreement, written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in their representation agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

## SECTION 5 - DISPUTE RESOLUTION

- A. The following controversies between the Guild and an Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2:
  1. Any dispute concerning the interpretation of, or the performance of any obligation under the Agreement;
  2. Any dispute concerning the interpretation of, or the performance of any obligation under, Rider W; and
  3. Any claim brought by the Guild to terminate this Agreement based on an alleged material violation of this Agreement or Rider W.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy that is within the scope of this Agreement. In so doing, the arbitrator

shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief, including suspension or termination of this Agreement.

- C. The decision of an arbitrator under this section shall be final and binding except as expressly provided herein, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Notwithstanding the foregoing, any arbitration award terminating this Agreement and Agent's right to represent covered Writers shall be subject to *de novo* review in a court of competent jurisdiction.

## **SECTION 6 - MISCELLANEOUS PROVISIONS**

- A. This Agreement shall be effective upon the date that both parties execute it (the "Effective Date"). This Agreement shall not apply to, nor impair the right of Agent to receive compensation based on, services rendered by Agent before such Effective Date.
- B. In administering the disclosure requirements under subsections 3.C.3., 3.C.2.e., 3.D.1.-3., and 3.G.5. above, the Guild will take into account Agent's limited staffing and recordkeeping capacities.
- C. If any provisions of this Agreement are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.

## **SECTION 7 - TERMINATION AND RENEGOTIATION**

- A. This Agreement shall remain in effect until April 12, 2025, unless it is found to be unenforceable or is ordered terminated by an arbitrator or court of competent jurisdiction. Either the Guild or the Agent shall have the right to terminate and propose modifications to the Agreement by serving written notice on the other party at least one hundred twenty (120) days prior to the termination date. If neither party serves timely notice of termination, the Agreement will automatically be extended for additional one-year periods, subject to the right of either party to serve a notice of termination at least one hundred twenty (120) days prior to the termination date then in effect.
- B. Notwithstanding subsection 7.A. above, Agent shall have the right to terminate its obligations under this Agreement upon written notice to Guild. Agent's termination under this subsection 7.B. shall be effective forty-five (45) days after its service of such notice.

## **SECTION 8 – MOST FAVORED NATIONS**

In the event that after the Effective Date, Guild enters into an agreement, including any attachments, side letters, riders, or modifications, with any other agency or association representing agencies containing terms or conditions more favorable to Agent than those contained herein, Agent shall have the option of accepting any or all of the more favorable terms. In addition, the WGA represents and warrants that Agent is receiving no less favorable terms than any other agency party to a franchise agreement with the WGA as of the Effective Date.



## SECTION 9—PHASE-IN OF PACKAGING FEE PROHIBITION

From the Effective Date until June 30, 2022 (“Sunset Period”), nothing in this Agreement shall be deemed to prohibit Agent’s negotiation of the right to receive a fee based on package representation in lieu of a percentage commission based on client compensation. During that period, where Writer is the sole initiating element of the package, Writer shall have the right to choose if the project can be packaged by Agent. In all other circumstances, Agent shall disclose to Writer its intent to seek a packaging fee and the financial terms thereof, and Writer shall be given the choice of whether to be part of the package. Agent’s right to negotiate packaging fees shall terminate on June 30, 2022.

In the event that on June 30, 2022, the WGA has not resolved the dispute over packaging fees with one of WME, CAA, or ICM (each a “Named Agency”), WGA will extend the Sunset Period to ensure that UTA is not placed at a competitive disadvantage with such Named Agencies. In addition, the Sunset Period shall be tolled for the duration of any WGA industry-wide strike against companies signatory to the WGA Theatrical and Television Basic Agreement. For the purpose of this provision, the Guild shall be deemed to have resolved the dispute over packaging fees with the Named Agency upon the occurrence of any of the following conditions: (a) the Named Agency becomes bound to a franchise agreement with the Guild that prohibits the receipt of packaging fees; (b) the Named Agency is prohibited by statute, court order or settlement agreement from the receipt of packaging fees (as they are currently named, but to include any fee, regardless of label, paid by a production company or studio directly to an agency) based on the representation of Writers; (c) the Named Agency ceases to do business as a licensed talent agency; or (d) the Named Agency ceases to do business in its present form (defined to mean the departure of at least 75% of the literary talent agents from the Named Agency) and that no related or successor agency continues a substantial majority of its business operations (defined to mean the continued employment or affiliation of at least 75% percent of the Named Agency’s literary talent agents).<sup>2</sup>

Agent’s agreement to make the Term of this Agreement run through April 12, 2025 is a material inducement to the Guild to extend the packaging sunset to June 30, 2022. Notwithstanding such inducement, this subparagraph is not intended to alter or amend Agent’s termination right in Section 7.B. or, if such termination right is exercised by Agent, shorten the packaging sunset clause set forth above.

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<sup>2</sup> The condition in (d) will be deemed met if the related or successor agency becomes bound to a franchise agreement with the Guild.

**SECTION 10—OPEN COMMUNICATION**

The Guild and Agent shall use reasonable efforts to have regular communication concerning the parties' performance of their obligations under this Agreement, and will use reasonable efforts at amicably resolving any dispute concerning the application of the terms of this Agreement. The Guild and Agent may also from time to time meet for the purpose of discussing improvements to the administration of the Agreement.

**AGREED AND ACCEPTED:**

DocuSigned by:  
*Jay Sures* 7/15/2020  
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Jay Sures  
Co-President & Board Member  
United Talent Agency, LLC

DocuSigned by:  
*David J. Young* 7/15/2020  
8F7ABCE2C74C47A...

David J. Young  
Executive Director  
Writers Guild of America West, Inc.  
on behalf of itself and Writers Guild of America East, Inc.

## ATTACHMENT 1 TO FRANCHISE AGREEMENT

### RIDER W

This standard representation agreement, referred to herein as "Rider W," is attached to and made part of the Franchise Agreement ("Agreement") between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, "Guild" or "WGA") on the one hand and United Talent Agency, LLC ("Agent") on the other hand. The purpose of the Agreement and of this Rider W is to memorialize the terms of Agent's representation of writers ("Writers") engaged in the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement ("CBA").

#### **SECTION 1 - INCORPORATION OF STANDARD TERMS INTO REPRESENTATION AGREEMENT**

By operation of the Agreement, the terms of this Rider W shall be deemed to be incorporated into any representation agreement ("Representation Agreement"), written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in the Representation Agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

#### **SECTION 2 - TERM AND TERMINATION**

- A. The term of the Representation Agreement shall not exceed two (2) years.
- B. The Representation Agreement may be terminated by Writer during its term for any of the following causes:
  1. If Writer is not offered employment which is subject to this Rider W from a bona fide employer with respect to services covered hereunder during any period in excess of six (6) consecutive months, during all of which time Writer is ready, able and willing to accept employment. Writer may exercise this right of termination by written notice served on Agent by certified mail at its primary place of business. The right of termination under this section shall be deemed waived by Writer if, after expiration of the six (6) month period but before service of a notice of termination, Writer accepts an offer of employment by a bona fide employer;
  2. Any material breach by Agent of the provisions of the Agreement or of Agent's fiduciary obligations to the Writer;
  3. If Agent, during any strike by WGA, obtains employment or makes the sale or option of any literary material for any Writer with a producer or other person as to whom WGA is on strike;
  4. Agent's removal from the list of agents bound by an appropriate franchise agreement, provided that such removal is final and all applicable appeal rights have been exhausted.

### SECTION 3 - COMMISSIONS

- A. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a Motion Picture under any applicable CBA (including, but not by way of limitation, supplementary or additional compensation of any kind pursuant to Articles 14.G., 15., 16., 64. of the applicable WGA Theatrical and Television Basic Agreement).<sup>3</sup>
- B. Agent's commission shall be payable when any gross compensation is received by the Writer (including Writer's loan-out corporation) or the Agent. If the gross compensation is received by the Agent on behalf of Writer, Agent is authorized to deduct the commission due and shall promptly remit the remaining compensation to Writer. If the gross compensation is received by Writer or Writer's loan-out corporation, Writer shall promptly remit the commission due to Agent.
- C. The following shall apply relating to commissions after termination of the Representation Agreement between Writer and Agent.
1. An Agent terminated by a Writer having a right to do so ("Terminated Agent") can continue to collect commissions on contracts procured and substantially negotiated prior to such termination or expiration but not on improvements negotiated after such termination, except to the extent provided in subsection 3.C.2.b.(ii).
  2. The following shall apply to direct or indirect renewals, substitutions, replacements, extensions or modifications of contracts referred to in subsection 3.C.1.
    - a. In no event, other than as provided in this subsection 3.C.2, will the Terminated Agent be entitled to receive commissions in excess of the amount that would have been paid under the contract as it existed at the time of termination.
    - b. Agent shall only be entitled to commission renewals, substitutions, replacements, extensions or modifications if:
      - (i) such renewals, substitutions, replacements, extensions or modifications are negotiated terms of the initial contract negotiated by Terminated Agent (e.g., the original agreement contained options for extension of the employment term, and those options are exercised after termination), in which case Agent shall be entitled to commission on all employment contemplated by the original agreement; however, Writer's new Agent shall have the right to commission any improvements negotiated by the new Agent, pursuant to subsection C.4 below; or

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<sup>3</sup> Nothing contained in Section 3.A. of Rider W is intended to render void Section 9 of the Agreement.

- (ii) the Writer's employment terminates within one (1) year after termination of the Representation Agreement, and the Writer obtains without any break in employment (except for a production hiatus) an extended, renewed, replaced, substituted or modified employment with the same employer ("renewed employment"), in which case Terminated Agent shall be entitled to commissions for the shorter of (a) the term of the renewed employment; or (b) one (1) year after the commencement of the renewed employment. If, subsequent to termination of an Agent but within the one-year period set forth in this subsection 3.C.2.b.(ii), the Writer enters into a representation agreement with a new Agent, which provides for services and commissions with reference to said renewed employment, the Terminated Agent's commission shall be reduced accordingly, but not below five percent (5%).
3. The Terminated Agent shall continue to be ready, willing, and able to provide services, with respect to such contracts for which the Agent continues to receive commission pursuant to subsections 3.C.1 and 3.C.2 above, and upon which the Agent's commission is based.
4. If the Writer obtains a new Agent, and the new Agent renegotiates such existing contract, the new Agent shall be entitled to commission on any excess in amount of such contract, with the Terminated Agent entitled to the commission on the existing contract, prior to any improvement, except to the extent provided in subsection 3.C.2.b.(ii).
5. Terminated Agent's right, if any, to commissions on profit participations, royalties, and other continuing payments to the Writer, if any, shall continue regardless of the termination of the representation with respect to the contract at the time of the termination.
6. In no case may Writer incur commission obligations totaling in excess of ten percent (10%) to one or more Agents.

#### **SECTION 4 - ACCOUNTING**

Agent shall not collect monies belonging to Writer unless Agent has prior written authority from the Writer to do so. All monies belonging to the Writer when received by the Agent shall be faithfully accounted for by the Agent and promptly paid over to the Writer or as directed by the Writer, provided, however, that Agent may deduct from such monies any commission payable to Agent or Writer's other authorized representatives, as well as any monies owing from the Writer to the Agent whether for past commission or for loans made to the Writer or monies advanced for Writer or for his account. Monies belonging to Writer shall not be commingled with monies belonging to the Agent, but shall be segregated and kept in a separate account which may be known as "client's account" or "trust account" or an account similar in nature. Agent may have one or more of such accounts and may commingle monies of other clients with the monies of the Writer in such account.

#### **SECTION 5 - INFORMATION SHARING**

Writer authorizes Agent to provide information to the Guild as required by, and subject to subsection 3.E.2. of, the Agreement and consistent with the Guild's Working Rules.

**SECTION 6 - DISPUTE RESOLUTION**

- A. The following controversies between Writer and Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2 to the Agreement
  - 1. Any dispute concerning the interpretation of, or the performance of any obligation under, this Rider W;
  - 2. Any dispute concerning the interpretation of, or the performance of any obligation under the Agreement;
  - 3. Any dispute regarding commission due to Agent.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy that is within the scope of this Agreement. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief, including suspension or termination of the Agreement.
- C. The decision of an arbitrator under this section shall be final and binding except as expressly provided herein, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Notwithstanding the foregoing, any arbitration award terminating this Agreement and Agent's right to represent covered Writers shall be subject to *de novo* review in a court of competent jurisdiction,

**SECTION 7 - MISCELLANEOUS PROVISIONS**

- A. This Rider W shall be effective as to each Agent upon the date of the Agreement and shall be deemed to be incorporated into any Representation Agreement then in effect between Agent and any Writer.
- B. If any provisions of this Rider W are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.
- C. Agent acknowledges that he has complied with all licensing requirements of any state in which he is conducting business.

**WRITER AND AGENT HEREBY AGREE TO THE FOREGOING:**

<b>DATED:</b>	By _____ <b>WRITER</b>
<b>DATED:</b>	By _____ <b>AGENT</b>

THIS RIDER W TO A REPRESENTATION AGREEMENT HAS BEEN APPROVED AS TO FORM BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA ON

\_\_\_\_\_.

THIS RIDER W HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE WRITERS GUILD OF AMERICA.

## ATTACHMENT 2 TO FRANCHISE AGREEMENT

### RULES GOVERNING ARBITRATION

The following Rules Governing Arbitration (“Rules”) govern arbitrations arising under Section 5 of the Franchise Agreement (“Agreement”) and Section 5 of the Standard Representation Agreement (“Rider W”). The Rules incorporate by reference the Agreement and Rider W, including the terms defined therein.

#### SECTION 1 - EXCLUSIVITY

- A. The arbitration procedures established by these Rules shall be the exclusive method for resolving any and all controversies as defined in Section 5.A. of the Agreement and Section 6.A. of Rider W.
- B. The arbitrator shall have the power to rule on his or her own jurisdiction, including any questions of procedural arbitrability and any objections with respect to the existence, scope, or validity of the arbitration agreement.
- C. The arbitrator shall also have the power to determine the existence or validity of a contract of which the arbitration clause contained in the Agreement, Rider W, or these Rules forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

#### SECTION 2 - CLAIM

- A. A complainant initiates an arbitration under these Rules by serving a Claim on the respondent. Prior to initiating a formal Claim, the party asserting the Claim shall contact the opposing party and attempt informally to resolve the dispute.
- B. A Claim seeks resolution of a controversy as defined in Section 5.A. of the Agreement or Section 6.A. of Rider W.
- C. The Claim shall be in writing and contain the following information: (i) the complainant’s name; (ii) the complainant’s address; (iii) a brief written statement of the Claim and the relief sought; and (iv) the name of the respondent.
- D. A Claim must be served on the respondent within twenty-four (24) months from the date the complainant obtained knowledge of the facts upon which the Claim is based, but no later than three years from the date of the occurrence of the facts upon which the Claim is based.
- E. Any Claim brought by an Agent against a Writer under Section 5.A. of Rider W shall concurrently be served on the Guild and the ATA. The Guild may but is not required to participate as a party in the proceeding.

#### SECTION 3 - COUNTERCLAIM

- A. The respondent may serve a Counterclaim on the complainant, which must be in writing and contain the same information as a Claim.



- B. A Counterclaim seeks resolution of a controversy as defined in Section 5.A. of the Agreement or Section 6.A. of Rider W.
- C. A Counterclaim must be served within twenty-four (24) months from the date the respondent obtained knowledge of the facts upon which the Counterclaim is based, but no later than three years from the date of the occurrence of the facts upon which the Counterclaim is based.
- D. Any Counterclaim brought by an Agent against a Writer shall concurrently be served on the Guild and the ATA. The Guild may but is not required to participate as a party in the proceeding.

**SECTION 4 - ARBITRATOR**

A. AUTHORIZED LIST OF ARBITRATORS

- 1. The Claim and, if applicable, the Counterclaim, shall be submitted to a sole neutral arbitrator ("Arbitrator") selected from the applicable authorized list of arbitrators ("Authorized List"):

**LOS ANGELES:**

- Christopher David Ruiz Cameron
- Catherine Fisk
- Fredric R. Horowitz
- Barry Winograd
- Louis Meisinger
- Greg Derin
- Carol Wittenberg
- Carlos Moreno
- Douglas Collins
- Richard I. Bloch
- Kenneth Perea
- Fred Kuperberg
- Michael Prihar

**NEW YORK:**

- Howard Edelman

- Susan McKenzie
  - Joan Parker
  - Janet Spencer
  - Martin Scheinman
  - Erica Garay
  - Carol Wittenberg
  - Carlos Moreno
  - Marlene Gold
  - Daniel Brent
  - Michael D. Young
2. The Los Angeles Authorized List shall apply if the Writers Guild of America, West, Inc. (“WGAW”) or a WGAW-represented Writer is a party to the arbitration. The New York Authorized List shall apply if the Writers Guild of America, East, Inc. (“WGAE”) or a WGAE-represented Writer is a party to the arbitration. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the parties shall attempt in good faith to agree mutually which Authorized List applies, and if the parties cannot mutually agree, the Los Angeles Authorized List shall apply.
  3. Only an Arbitrator from the Authorized List shall have authority to adjudicate a Claim or Counterclaim or any issue arising in connection therewith, unless the parties mutually agree on an alternate arbitrator.
  4. The parties may mutually agree to modify the Authorized Lists during the term of the Agreement.

#### B. ARBITRATOR SELECTION

1. The parties shall select the Arbitrator from the applicable Authorized List within ten (10) business days of service of the Claim on the respondent. In the event the parties cannot mutually agree upon an Arbitrator from the Authorized List, the parties shall alternate in striking a name from the Authorized List until one (1) arbitrator’s name remains (“Strike Process”). The Arbitrator whose name remains shall be the Arbitrator. The complainant shall make the first strike. In the event that one of the parties fails to participate in the Strike Process, or fails to strike in order or timely, the other party may unilaterally select the Arbitrator.
2. The parties may agree in writing to extend the time period to select the Arbitrator. The extension will no longer be deemed effective if either party gives written notice to the other, in which case the parties shall select an arbitrator within ten (10) business days of service of the notice.

## SECTION 5 - HEARING

- A. If the WGAW or a WGAW-represented Writer is a party to the arbitration, the hearing shall be held in Los Angeles. If the WGAE or a WGAE-represented Writer is a party to the arbitration, the hearing shall be held in New York City. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the parties shall mutually decide whether the hearing will be held in Los Angeles or New York City.
- B. After consulting with the parties as to their availability, the Arbitrator shall order a hearing on the Claim and, if applicable, the Counterclaim. Absent extenuating circumstances, the hearing shall commence within 90 days of the selection of the arbitrator and shall conclude within 60 days after the first day of hearing.
- C. The Arbitrator shall have the authority to issue subpoenas to compel the attendance of witnesses and/or the production of documents. Subpoenas *duces tecum* may be made returnable on a specified date (no less than 20 days after service of the subpoena) before the arbitration hearing. Upon good cause shown, the Arbitrator shall have discretion to permit other pre-hearing discovery, including the taking of oral depositions.
- D. At the hearing, each party shall have the right to present any evidence that is relevant and material to the Claim or Counterclaim. The parties shall have the right to submit post-hearing briefs.
- E. The complainant has the burden of proving its Claim by a preponderance of the evidence. The respondent has the burden of proving its Counterclaim by a preponderance of the evidence.

## SECTION 6 - DECISION

- A. The Arbitrator shall be expected to render a written decision within 30 days of the conclusion of the hearing.
- B. The Arbitrator shall not have the jurisdiction or the authority to add to, subtract from, or alter in any way the Agreement, Rider W, or these Rules.
- C. The Arbitrator's award shall be final and binding on the parties, except as provided in Section 5.C. of the Agreement.

## SECTION 7 - ARBITRATION COSTS

The costs of the arbitration, including the arbitrator's fee and court reporter's fee, shall be equally split among the parties, unless the Arbitrator's award specifies otherwise.

## SECTION 8 - LAW GOVERNING THE ARBITRATION

- A. An arbitration governed by these Rules shall be subject to the laws of the state in which the arbitration hearing is held, unless otherwise provided in the Agreement or Rider W.
- B. Arbitrations subject to the laws of the State of California shall be held pursuant to Section 1700.45 of the California Labor Code. Accordingly, the complainant shall give reasonable written notice to the California Labor Commissioner of the time and

place of the arbitration hearing, and the Labor Commissioner or his or her authorized representative has the right to attend the arbitration hearing. Section 1700.44 of the California Labor Code. shall not govern arbitrations subject to these Rules.

**SECTION 9 - SERVICE**

- A. A Claim or Counterclaim must be served by certified mail or by personal delivery. All other notices or papers shall be served by email.
- B. A petition to confirm, modify, or vacate an arbitration award in any court of competent jurisdiction shall be served upon the respondent by certified mail or personal delivery.

**SECTION 10 – CHOICE OF REPRESENTATIVE**

For the avoidance of doubt, the parties recognize that Agent may designate the representative of its choosing in connection with any proceeding arising under the Rules.

# Exhibit F

## FRANCHISE AGREEMENT

This mutually agreed upon Franchise Agreement (“Agreement”) between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, “Guild” or “WGA”) and International Creative Management Partners LLC (“Agent”) governs Agent’s representation of covered writers (“Writers”) engaged in the option and sale of literary material<sup>1</sup> or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement (“CBA”). Such covered options, sales and services are collectively referred to herein as “Services.” WGA and Agent agree to be bound by all terms and conditions contained herein, including the appended Standard Representation Agreement (“Rider W”) and Rules Governing Arbitration, which are incorporated as part of this Agreement. The works written by Writers under a Guild CBA are referred to herein as “Motion Pictures.”

### SECTION 1 - PURPOSE AND SCOPE

The Guild, consistent with its role as exclusive collective bargaining representative for Writers, and Agent negotiated in good faith the Agreement, which is a mutual agreement between the parties. The purpose of this Agreement is to ensure that Agent fulfills its fiduciary duties to its Writer clients and to align Agent’s financial incentives with those of its Writer clients.

This Agreement shall be limited to the Agent’s representation of Writers with respect to the option and sale of literary material or the rendition of writing services in a field of work covered by a Guild CBA. The provisions of the Agreement shall not apply to the Agent’s representation of a Writer with respect to the Writer’s non-writing services or other services not covered by a Guild CBA or as to which the Guild is not the exclusive collective bargaining representative.

### SECTION 2 - PARTIES BOUND

The terms of the Agreement shall be binding on the Guild and the Agent and each of the parties’ respective individual agents, employees, partners, principals, and shareholders. With respect to the obligations under this Agreement, Agent and the Guild shall at all times remain vicariously liable for the actions taken by such individuals on the party’s behalf or within the scope of the individuals’ employment or agency.

### SECTION 3 - STANDARDS OF CONDUCT FOR AGENTS IN PROVIDING SERVICES

#### A. AGENT-WRITER RELATIONSHIP

1. Agent shall at all times act as a fiduciary of Writer, and shall comply with all fiduciary duties imposed by statute or common law.
2. Agent’s representation of Writer shall not be detrimentally or negatively influenced by its representation of any other Writer. For the avoidance of doubt, Agent’s representation (including its submission) of multiple Writers with respect to a single project is not deemed to be a conflict of interest as set forth in Section 3.B.5.a. below.
3. Agent shall promptly disclose to Writer all *bona fide* inquiries, offers and expressions of interest regarding employment or sale or option of literary material, and shall keep Writer apprised of the status of all negotiations.

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<sup>1</sup> For purposes of this Agreement, “literary material” shall have the same meaning as it does under the Writers Guild of America Theatrical and Television Basic Agreement.

4. Agent shall maintain confidentiality with respect to Writer's terms of employment and any confidential financial affairs of the Writer, except as otherwise provided herein or by law or in the event Writer requests or expressly authorizes disclosure.
5. Prior to submitting Writer for employment on a project, Agent shall make a good faith effort to ascertain whether the employer or producer has secured, or is in the process of securing, underlying rights necessary for the assignment and shall provide Writer with all pertinent information known to Agent at the time of submission.
6. Agent shall be responsive and professional in communicating with Writer.

#### B. CONFLICT OF INTEREST

1. No Agent shall have more than a 20% non-controlling ownership or other financial interest in, or shall be owned by or affiliated with any entity or individual that has more than a 20% non-controlling ownership or other financial interest in, any entity or individual engaged in the production or distribution of Motion Pictures ("Affiliate Production Entity"). Agent shall not have any creative, financial, or operational controls over any Affiliate Production Entity. With regard to any Affiliate Production Entity, upon reasonable written request by the Guild, Agent will provide written documentation to verify both the identity of the Affiliate Production Entity and the ownership percentage or other financial interest subject to this provision, provided that Agent may redact all confidential and/or proprietary information contained in any such documentation disclosed under this Subsection.
2. Except as otherwise provided herein, no Agent shall have an ownership or other financial interest in, or shall be owned by or affiliated with any business venture that would create a conflict of interest with Agent's representation of a Writer that would violate Agent's duty under Section 3.A.1. above.
3. Except as otherwise provided herein, no Agent shall derive any revenue or tangible financial benefit from a Writer's option or sale of material for or employment on a Motion Picture project, other than a percentage commission (as set forth herein) based on the Writer's compensation or fee, with the exception of gifts or gratuities that are customary and de minimis.
4. Except as otherwise provided herein, no Agent shall accept a packaging fee, or any other money or thing of value from the employer of a Writer, with the exception of gifts or gratuities that are customary and de minimis and reimbursement for travel or other out-of-pocket expenses incurred in connection with the representation of a Writer on a specific project.
5. The activities by an Agent that shall not be deemed conflicts of interest prohibited by this Agreement include:
  - a. An Agent's concurrent representation on a commission basis of multiple clients employed or submitted for employment on the same Motion Picture project. Upon written request by Writer, Agent shall, to the best of Agent's knowledge after conducting a good-faith, reasonable inquiry, disclose to Writer the names of all other Writers represented by Agent who are employed on a project. Such

disclosure shall be made in writing within ten (10) business days of the Writer's written request, and shall not be deemed to be a violation of Agent's obligations in Section 3.A.4. above.

- b. An Agent's representation, on a commission or fee-for-service basis of a producer (e.g., a POD) attached to a Motion Picture project. For the avoidance of doubt, Agent shall not represent a producer or POD in its capacity as a Guild signatory employer, provided that Agent shall otherwise be able to represent such producer or POD.
  - c. An Agent's representation, on a commission or fee-for-service basis, of the owner of or holder of rights in intellectual property on which a Motion Picture project will be based.
  - d. For the avoidance of doubt, Section 3.B.4. shall not prohibit Agent from receiving packaging fees, or any other money or thing of value, in connection with a project that is not covered by a WGA CBA.
6. Agent shall disclose to Writer any fact or relationship reasonably expected to create a conflict of interest prohibited by this Agreement.

#### C. AGENT COMPENSATION

1. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a Motion Picture under any applicable CBA (including, but not by way of limitation, supplementary or additional minimum compensation of any kind pursuant to Articles 14.G., 15., 16., 64. of the applicable WGA Theatrical and Television Basic Agreement). For the avoidance of doubt, if Agent shares a Writer commission with a prior or subsequent agency, the combined commission shall not exceed ten percent (10%), as set forth in Section 3.C.6. of Rider W.
2. Agent shall not circumvent limits on commissions under this Agreement by charging other fees in connection with the Writer's Services, except that Agent shall be permitted to receive compensation ("Independent Fees") for feature film financing, distribution, and sales services ("Independent Services"), subject to the following limitations:
  - a. In the event Writer retains Agent to perform Independent Services, Agent shall fully disclose the relevant Independent Fees in writing prior to incurring them, and Writer may choose whether to proceed with Agent's performance of Independent Services;
  - b. In the event Agent is retained to perform Independent Services by a party other than the Writer, Agent shall fully disclose the relevant Independent Fees, in writing to the Writer. Such disclosure shall be made at the earliest possible time. In the event that Agent's agreement to provide such services predates Writer's involvement in the project, disclosure shall be made before Writer enters into any contractual commitment for the project;



- c. Independent Services shall be permitted on films with intended budgets greater than \$50 million only with the consent of the Guild; for clarity, Guild's consent is not required for films with intended budgets of less than \$50 million. Such budget ceiling of \$50 million shall increase 5% every three years, with the first such adjustment occurring January 1, 2024. The Guild will consult with the Writer and consent will not be unreasonably denied, withheld, conditioned or delayed. This Subsection 3.C.2.c. shall not apply where Agent's agreement to provide Independent Services predates Writer's involvement in the project;
  - d. In no event shall an offer of employment or purchase of material made to a Writer be contingent on any other party agreeing to retain Agent for Independent Services; and
  - e. On Guild's request, but no more frequently than on an annual basis, Agent shall provide the Guild with a list of films involving covered Writers on which Agent is performing Independent Services and has secured financing, distribution, or sales. The list shall include the name of the Writer and the intended budget of the film if known to Agent at the time of the disclosure, provided that Agent shall not be in breach of this Section as a result of any subsequent changes to such budget.
3. Agent shall provide promptly and no less frequently than quarterly to Writer and to the Guild an itemized statement showing in standardized electronic format (a) all compensation received by Agent on behalf of Writer; and (b) all commissions received by Agent related to Writer's Services, provided compensation has been received by or on behalf of Writer or commissions have been received by Agent related to its representation of Writer during the reporting period. Notwithstanding the foregoing, Agent shall provide such itemized statements no later than 30 days after the end of each quarter for which it is reporting. Agent's itemized statements under this Subsection 3.C.3. shall identify any project in connection with which Agent is entitled to receive a packaging fee.

#### D. NOTIFICATION TO GUILD

1. Subject to the provisions of Section E below, Agent shall provide the Guild with a copy of the agreement or a summary of essential deal terms of any agreement for Writer's Services. Agent shall provide a copy of the agreement or a summary of the essential deal terms within fifteen (15) business days after it is generated in due course of business (either by the employer of Writer or by the Agent). Where such agreement is later amended or superseded by a long-form agreement, Agent shall also provide the Guild with a copy of the amendment or long-form agreement.
2. Agent's obligations under this Subsection 3.D.1. shall apply in connection with deals made during the term of this Agreement and deals under which a Writer is employed or compensated during the Term, provided that the timing requirement set forth in Subsection 3.D.1. shall not apply to any deals that were concluded prior to the Term and Agent shall use good faith efforts to provide any such information on a timely basis. Agent shall not be required to provide the Guild a copy of the agreement or a summary of essential deal

terms if such deal was made prior to Agent's representation of Writer and Agent is not in possession or control of such agreement or summary of essential deal terms.

3. Agent shall provide the Guild with notice of Writer's commencement of Services or delivery of literary material, or other material fact triggering compensation, by copying the Guild on any invoice relating to the payment obligations.
4. Agent shall provide the Guild with copies of all written representation agreements with Writer.

#### E. CONFIDENTIALITY AND OBJECTION TO DISCLOSURE

1. Insofar as the subsections C and D above require the provision of confidential information relating to a specific Writer, the Guild shall use reasonable best efforts to maintain the confidentiality of the information and such efforts shall in no event be less than the efforts the Guild uses to protect its own confidential information. The Guild shall maintain and use such information subject to its duty of fair representation, provided that nothing in this subsection E shall prohibit the Guild from aggregating the data in a manner that does not disclose the confidential information of a particular Writer and/or Agent. The Guild shall treat all information submitted by Agent with heightened security protocols and to limit access to staff with a valid Guild business need to access the information, who have received enhanced data security training, and who have signed non-disclosure agreements specific to agent-submitted data.
2. A Writer may submit a written objection ("Objection") to the Agent concerning Agent's disclosure to the Guild of any of the information referred to in subsections 3.C.3. and 3.D.1.-3. above, in which case Agent shall not be required to disclose such information to the Guild until such time as the Writer withdraws the Objection in writing. Agent shall not encourage any Writer to submit an Objection, nor require Writer to submit an Objection as a condition of representation by Agent.
3. Where a Writer has submitted an Objection (and unless and until Writer withdraws such Objection in writing), the Agent has no further obligations to provide the Guild with any of the information referred to in Subsections 3.C.3. and 3.D.1.-3.

#### F. ENFORCEMENT OF CBA AND WRITER'S INDIVIDUAL WRITING AGREEMENTS

1. Agent shall not encourage Writer to violate any provision of a CBA.
2. Agent shall zealously advocate for Writer's best interests in all aspects of the employment relationship, including but not limited to the following:
  - a. Advising on the disadvantages of Writer's performance of uncompensated or speculative writing services;
  - b. Advocating in favor of multiple steps in theatrical deals; and

- c. Advocating against abusive hiring practices such as sweepstakes pitching.
3. Agent shall be aware of and monitor the contractual deadline for the payment of all compensation to the Writer, and shall promptly notify the Guild in the event a payment is late. Agent may delay notification to the Guild up to seven (7) business days if it is actively pursuing payment.
4. Agent shall cooperate reasonably with the Guild in any investigation or contract enforcement action undertaken on behalf of a Writer.
5. Agent shall not encourage Writer to violate any Guild rule.

#### G. NON-DISCRIMINATION AND INCLUSION

1. Agent is committed to representing diverse Writers. Agent shall comply with any applicable state and federal anti-discrimination laws in its selection and representation of Writers.
2. Agent supports industry-wide efforts to prevent harassment and discrimination and its Writers' interest in avoiding being subjected to a hostile work environment or other forms of workplace harassment. Accordingly, Agent shall not knowingly schedule or refer Writer to a meeting regarding potential employment in a hotel room or other location posing a threat to Writer's personal safety.
3. Agent shall make reasonable good faith efforts to refer qualified diverse Writers for open writing assignments.
4. Agent shall consult with Writer regarding diversity as a factor in their procurement of employment, subject to all applicable state and federal laws.
5. Agent and the Guild shall make reasonable good faith efforts to support each other's diversity and inclusion efforts. Agent shall provide the Guild with an annual report summarizing Agent's diversity and inclusion efforts, which report will remain private to the Guild only. Guild will provide Agent with its annual report summarizing the Guild's diversity and inclusion efforts. Agent and the Guild agree to meet and discuss each other's diversity and inclusion efforts on an annual basis.

#### **SECTION 4 - STANDARD REPRESENTATION AGREEMENT (RIDER W)**

Appended to this Agreement as Attachment 1 is the standard representation agreement, referred to herein as "Rider W." The terms of Rider W shall be deemed to be incorporated into any representation agreement, written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in their representation agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

## SECTION 5 - DISPUTE RESOLUTION

- A. The following controversies between the Guild and an Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2:
1. Any dispute concerning the interpretation of, or the performance of any obligation under the Agreement;
  2. Any dispute concerning the interpretation of, or the performance of any obligation under, Rider W; and
  3. Any claim brought by the Guild to terminate this Agreement based on an alleged material violation of this Agreement or Rider W.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy that is within the scope of this Agreement. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief, including suspension or termination of this Agreement.
- C. The decision of an arbitrator under this section shall be final and binding except as expressly provided herein, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Notwithstanding the foregoing, any arbitration award terminating this Agreement and Agent's right to represent covered Writers shall be subject to *de novo* review in a court of competent jurisdiction.

## SECTION 6 - MISCELLANEOUS PROVISIONS

- A. This Agreement shall be effective upon the date that both parties execute it (the "Effective Date"). This Agreement shall not apply to, nor impair the right of Agent to receive compensation based on, services rendered by Agent before such Effective Date.
- B. In administering the disclosure requirements under subsections 3.C.3., 3.C.2.e., 3.D.1.-3., and 3.G.5. above, the Guild will take into account Agent's limited staffing and recordkeeping capacities.
- C. If any provisions of this Agreement are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.

## SECTION 7 - TERMINATION AND RENEGOTIATION

- A. This Agreement shall remain in effect until April 12, 2025, unless it is found to be unenforceable or is ordered terminated by an arbitrator or court of competent jurisdiction. Either the Guild or the Agent shall have the right to terminate and propose modifications to the Agreement by serving written notice on the other party at least one hundred twenty (120) days prior to the termination date. If neither party serves timely notice of termination, the Agreement will automatically be extended for additional one-year periods, subject to the right of either party to serve a notice of termination at least one hundred twenty (120) days prior to the termination date then in effect.

- B. Notwithstanding subsection 7.A. above, Agent shall have the right to terminate its obligations under this Agreement upon written notice to Guild. Agent's termination under this subsection 7.B. shall be effective forty-five (45) days after its service of such notice.

**SECTION 8 – MOST FAVORED NATIONS**

In the event that after the Effective Date, Guild enters into an agreement, including any attachments, side letters, riders, or modifications, with any other agency or association representing agencies containing terms or conditions more favorable to Agent than those contained herein, Agent shall have the option of accepting any or all of the more favorable terms. In addition, the WGA represents and warrants that Agent is receiving no less favorable terms than any other agency party to a franchise agreement with the WGA as of the Effective Date.

**SECTION 9—PHASE-IN OF PACKAGING FEE PROHIBITION**

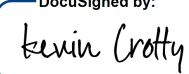
From the Effective Date until June 30, 2022 (“Sunset Period”), nothing in this Agreement shall be deemed to prohibit Agent’s negotiation of the right to receive a fee based on package representation in lieu of a percentage commission based on client compensation. During that period, where Writer is the sole initiating element of the package, Writer shall have the right to choose if the project can be packaged by Agent. In all other circumstances, Agent shall disclose to Writer its intent to seek a packaging fee and the financial terms thereof, and Writer shall be given the choice of whether to be part of the package. Agent’s right to negotiate packaging fees shall terminate on June 30, 2022.

Agent’s agreement to make the Term of this Agreement run through April 12, 2025 is a material inducement to the Guild to extend the packaging sunset to June 30, 2022. Notwithstanding such inducement, this subparagraph is not intended to alter or amend Agent’s termination right in Section 7.B. or, if such termination right is exercised by Agent, shorten the packaging sunset clause set forth above.

**SECTION 10—OPEN COMMUNICATION**

The Guild and Agent shall use reasonable efforts to have regular communication concerning the parties’ performance of their obligations under this Agreement, and will use reasonable efforts at amicably resolving any dispute concerning the application of the terms of this Agreement. The Guild and Agent may also from time to time meet for the purpose of discussing improvements to the administration of the Agreement.

**AGREED AND ACCEPTED:**

DocuSigned by:  
 8/5/2020  
8A291D7B95D54B1  
\_\_\_\_\_  
Kevin Crotty  
Co-President  
International Creative Management Partners LLC

DocuSigned by:  
 8/5/2020  
8F7ABCE2C74C47A...  
\_\_\_\_\_  
David J. Young  
Executive Director  
Writers Guild of America West, Inc.  
on behalf of itself and Writers Guild of America East, Inc.

## **ATTACHMENT 1 TO FRANCHISE AGREEMENT**

### **RIDER W**

This standard representation agreement, referred to herein as "Rider W," is attached to and made part of the Franchise Agreement ("Agreement") between Writers Guild of America, West, Inc. and Writers Guild of America, East, Inc. (collectively, "Guild" or "WGA") on the one hand and International Creative Management Partners LLC ("Agent") on the other hand. The purpose of the Agreement and of this Rider W is to memorialize the terms of Agent's representation of writers ("Writers") engaged in the option and sale of literary material or the rendition of writing services in a field of work covered by a WGA collective bargaining agreement ("CBA").

#### **SECTION 1 - INCORPORATION OF STANDARD TERMS INTO REPRESENTATION AGREEMENT**

By operation of the Agreement, the terms of this Rider W shall be deemed to be incorporated into any representation agreement ("Representation Agreement"), written or oral, between Agent and Writer. Agent and Writer may negotiate additional provisions in the Representation Agreement, provided, however, that (A) no term or condition of such negotiated agreement shall be less favorable to Writer than the provisions of Rider W; and (B) in the event of a conflict between the negotiated agreement and Rider W, the provisions of Rider W shall prevail.

#### **SECTION 2 - TERM AND TERMINATION**

- A. The initial term (and any subsequent renewal terms) of the Representation Agreement shall not exceed two (2) years.
- B. The Representation Agreement may be terminated by Writer during its term for any of the following causes:
  1. If Writer is not offered employment which is subject to this Rider W from a bona fide employer with respect to services covered hereunder during any period in excess of six (6) consecutive months, during all of which time Writer is ready, able and willing to accept employment. Writer may exercise this right of termination by written notice served on Agent by certified mail at its primary place of business. The right of termination under this section shall be deemed waived by Writer if, after expiration of the six (6) month period but before service of a notice of termination, Writer accepts an offer of employment by a bona fide employer;
  2. Any material breach by Agent of the provisions of the Agreement or of Agent's fiduciary obligations to the Writer;
  3. If Agent, during any strike by WGA, obtains employment or makes the sale or option of any literary material for any Writer with a producer or other person as to whom WGA is on strike;
  4. Agent's removal from the list of agents bound by an appropriate franchise agreement, provided that such removal is final and all applicable appeal rights have been exhausted.

### SECTION 3 - COMMISSIONS

- A. Agent's commission shall be limited to ten percent (10%) of Writer's gross compensation, including Writer's profit participation, provided, however, that Agent shall not be entitled to receive commission on residuals or any other minimum payments to Writers for reuse of a Motion Picture under any applicable CBA (including, but not by way of limitation, supplementary or additional compensation of any kind pursuant to Articles 14.G., 15., 16., 64. of the applicable WGA Theatrical and Television Basic Agreement).<sup>2</sup>
- B. Agent's commission shall be payable when any gross compensation is received by the Writer (including Writer's loan-out corporation) or the Agent. If the gross compensation is received by the Agent on behalf of Writer, Agent is authorized to deduct the commission due and shall promptly remit the remaining compensation to Writer. If the gross compensation is received by Writer or Writer's loan-out corporation, Writer shall promptly remit the commission due to Agent.
- C. The following shall apply relating to commissions after termination of the Representation Agreement between Writer and Agent.
1. An Agent terminated by a Writer having a right to do so ("Terminated Agent") can continue to collect commissions on contracts procured and substantially negotiated prior to such termination or expiration but not on improvements negotiated after such termination, except to the extent provided in subsection 3.C.2.b.(ii).
  2. The following shall apply to direct or indirect renewals, substitutions, replacements, extensions or modifications of contracts referred to in subsection 3.C.1.
    - a. In no event, other than as provided in this subsection 3.C.2, will the Terminated Agent be entitled to receive commissions in excess of the amount that would have been paid under the contract as it existed at the time of termination.
    - b. Agent shall only be entitled to commission renewals, substitutions, replacements, extensions or modifications if:
      - (i) such renewals, substitutions, replacements, extensions or modifications are negotiated terms of the initial contract negotiated by Terminated Agent (e.g., the original agreement contained options for extension of the employment term, and those options are exercised after termination), in which case Agent shall be entitled to commission on all employment contemplated by the original agreement; however, Writer's new Agent shall have the right to commission any improvements negotiated by the new Agent, pursuant to subsection C.4 below; or

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<sup>2</sup> Nothing contained in Section 3.A. of Rider W is intended to render void Section 9 of the Agreement.



- (ii) the Writer's employment terminates within one (1) year after termination of the Representation Agreement, and the Writer obtains without any break in employment (except for a production hiatus) an extended, renewed, replaced, substituted or modified employment with the same employer ("renewed employment"), in which case Terminated Agent shall be entitled to commissions for the shorter of (a) the term of the renewed employment; or (b) one (1) year after the commencement of the renewed employment. If, subsequent to termination of an Agent but within the one-year period set forth in this subsection 3.C.2.b.(ii), the Writer enters into a representation agreement with a new Agent, which provides for services and commissions with reference to said renewed employment, the Terminated Agent's commission shall be reduced accordingly, but not below five percent (5%).
3. The Terminated Agent shall continue to be ready, willing, and able to provide services, with respect to such contracts for which the Agent continues to receive commission pursuant to subsections 3.C.1 and 3.C.2 above, and upon which the Agent's commission is based.
4. If the Writer obtains a new Agent, and the new Agent renegotiates such existing contract, the new Agent shall be entitled to commission on any excess in amount of such contract, with the Terminated Agent entitled to the commission on the existing contract, prior to any improvement, except to the extent provided in subsection 3.C.2.b.(ii).
5. Terminated Agent's right, if any, to commissions on profit participations, royalties, and other continuing payments to the Writer, if any, shall continue regardless of the termination of the representation with respect to the contract at the time of the termination.
6. In no case may Writer incur commission obligations totaling in excess of ten percent (10%) to one or more Agents.

#### **SECTION 4 - ACCOUNTING**

Agent shall not collect monies belonging to Writer unless Agent has prior written authority from the Writer to do so. All monies belonging to the Writer when received by the Agent shall be faithfully accounted for by the Agent and promptly paid over to the Writer or as directed by the Writer, provided, however, that Agent may deduct from such monies any commission payable to Agent or Writer's other authorized representatives, as well as any monies owing from the Writer to the Agent whether for past commission or for loans made to the Writer or monies advanced for Writer or for his account. Monies belonging to Writer shall not be commingled with monies belonging to the Agent, but shall be segregated and kept in a separate account which may be known as "client's account" or "trust account" or an account similar in nature. Agent may have one or more of such accounts and may commingle monies of other clients with the monies of the Writer in such account.

#### **SECTION 5 - INFORMATION SHARING**

Writer authorizes Agent to provide information to the Guild as required by, and subject to subsections 3.E.2. and 3.E.3. of, the Agreement and consistent with the Guild's Working Rules.

**SECTION 6 - DISPUTE RESOLUTION**

- A. The following controversies between Writer and Agent shall be resolved by a neutral arbitrator in accordance with the procedures set forth in the Rules Governing Arbitration appended as Attachment 2 to the Agreement
  - 1. Any dispute concerning the interpretation of, or the performance of any obligation under, this Rider W;
  - 2. Any dispute concerning the interpretation of, or the performance of any obligation under the Agreement;
  - 3. Any dispute regarding commission due to Agent.
- B. An arbitrator selected to hear a dispute under this section shall resolve the entire controversy that is within the scope of this Agreement. In so doing, the arbitrator shall have authority to fashion an appropriate remedy, which may include the award of damages, injunctive or declaratory relief, including suspension or termination of the Agreement.
- C. The decision of an arbitrator under this section shall be final and binding except as expressly provided herein, and may be confirmed in any court of competent jurisdiction. In an action to confirm an arbitration award, the court shall apply substantive law developed under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185. Notwithstanding the foregoing, any arbitration award terminating this Agreement and Agent's right to represent covered Writers shall be subject to *de novo* review in a court of competent jurisdiction,

**SECTION 7 - MISCELLANEOUS PROVISIONS**

- A. This Rider W shall be effective as to each Agent upon the date of the Agreement and shall be deemed to be incorporated into any Representation Agreement then in effect between Agent and any Writer.
- B. If any provisions of this Rider W are held to be void or unenforceable, all other provisions hereof shall remain in full force and effect.
- C. Agent acknowledges that he has complied with all licensing requirements of any state in which he is conducting business.

**WRITER AND AGENT HEREBY AGREE TO THE FOREGOING:**

<b>DATED:</b>	By _____ <b>WRITER</b>
<b>DATED:</b>	By _____ <b>AGENT</b>

THIS RIDER W TO A REPRESENTATION AGREEMENT HAS BEEN APPROVED AS TO FORM BY THE LABOR COMMISSIONER OF THE STATE OF CALIFORNIA ON

\_\_\_\_\_.

THIS RIDER W HAS BEEN APPROVED AS TO FORM AND CONTENT BY THE WRITERS GUILD OF AMERICA.

## ATTACHMENT 2 TO FRANCHISE AGREEMENT

### RULES GOVERNING ARBITRATION

The following Rules Governing Arbitration (“Rules”) govern arbitrations arising under Section 5 of the Franchise Agreement (“Agreement”) and Section 5 of the Standard Representation Agreement (“Rider W”). The Rules incorporate by reference the Agreement and Rider W, including the terms defined therein.

#### SECTION 1 - EXCLUSIVITY

- A. The arbitration procedures established by these Rules shall be the exclusive method for resolving any and all controversies as defined in Section 5.A. of the Agreement and Section 6.A. of Rider W.
- B. The arbitrator shall have the power to rule on his or her own jurisdiction, including any questions of procedural arbitrability and any objections with respect to the existence, scope, or validity of the arbitration agreement.
- C. The arbitrator shall also have the power to determine the existence or validity of a contract of which the arbitration clause contained in the Agreement, Rider W, or these Rules forms a part. Such an arbitration clause shall be treated as an agreement independent of the other terms of the contract. A decision by the arbitrator that the contract is null and void shall not for that reason alone render invalid the arbitration clause.

#### SECTION 2 - CLAIM

- A. A complainant initiates an arbitration under these Rules by serving a Claim on the respondent. Prior to initiating a formal Claim, the party asserting the Claim shall contact the opposing party and attempt informally to resolve the dispute.
- B. A Claim seeks resolution of a controversy as defined in Section 5.A. of the Agreement or Section 6.A. of Rider W.
- C. The Claim shall be in writing and contain the following information: (i) the complainant’s name; (ii) the complainant’s address; (iii) a brief written statement of the Claim and the relief sought; and (iv) the name of the respondent.
- D. A Claim must be served on the respondent within twenty-four (24) months from the date the complainant obtained knowledge of the facts upon which the Claim is based, but no later than three years from the date of the occurrence of the facts upon which the Claim is based.
- E. Any Claim brought by an Agent against a Writer under Section 6.A. of Rider W shall concurrently be served on the Guild and the ATA. The Guild may but is not required to participate as a party in the proceeding.

#### SECTION 3 - COUNTERCLAIM

- A. The respondent may serve a Counterclaim on the complainant, which must be in writing and contain the same information as a Claim.

- B. A Counterclaim seeks resolution of a controversy as defined in Section 5.A. of the Agreement or Section 6.A. of Rider W.
- C. A Counterclaim must be served within twenty-four (24) months from the date the respondent obtained knowledge of the facts upon which the Counterclaim is based, but no later than three years from the date of the occurrence of the facts upon which the Counterclaim is based.
- D. Any Counterclaim brought by an Agent against a Writer shall concurrently be served on the Guild and the ATA. The Guild may but is not required to participate as a party in the proceeding.

**SECTION 4 - ARBITRATOR**

A. AUTHORIZED LIST OF ARBITRATORS

- 1. The Claim and, if applicable, the Counterclaim, shall be submitted to a sole neutral arbitrator ("Arbitrator") selected from the applicable authorized list of arbitrators ("Authorized List"):

**LOS ANGELES:**

- Christopher David Ruiz Cameron
- Catherine Fisk
- Fredric R. Horowitz
- Barry Winograd
- Louis Meisinger
- Greg Derin
- Carol Wittenberg
- Carlos Moreno
- Douglas Collins
- Richard I. Bloch
- Kenneth Perea
- Fred Kuperberg
- Michael Prihar

**NEW YORK:**

- Howard Edelman

- Susan McKenzie
  - Joan Parker
  - Janet Spencer
  - Martin Scheinman
  - Erica Garay
  - Carol Wittenberg
  - Carlos Moreno
  - Marlene Gold
  - Daniel Brent
  - Michael D. Young
2. The Los Angeles Authorized List shall apply if the Writers Guild of America, West, Inc. (“WGAW”) or a WGAW-represented Writer is a party to the arbitration. The New York Authorized List shall apply if the Writers Guild of America, East, Inc. (“WGAE”) or a WGAE-represented Writer is a party to the arbitration. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the parties shall attempt in good faith to agree mutually which Authorized List applies, and if the parties cannot mutually agree, the Los Angeles Authorized List shall apply.
  3. Only an Arbitrator from the Authorized List shall have authority to adjudicate a Claim or Counterclaim or any issue arising in connection therewith, unless the parties mutually agree on an alternate arbitrator.
  4. The parties may mutually agree to modify the Authorized Lists during the term of the Agreement.

#### B. ARBITRATOR SELECTION

1. The parties shall select the Arbitrator from the applicable Authorized List within ten (10) business days of service of the Claim on the respondent. In the event the parties cannot mutually agree upon an Arbitrator from the Authorized List, the parties shall alternate in striking a name from the Authorized List until one (1) arbitrator’s name remains (“Strike Process”). The Arbitrator whose name remains shall be the Arbitrator. The complainant shall make the first strike. In the event that one of the parties fails to participate in the Strike Process, or fails to strike in order or timely, the other party may unilaterally select the Arbitrator.
2. The parties may agree in writing to extend the time period to select the Arbitrator. The extension will no longer be deemed effective if either party gives written notice to the other, in which case the parties shall select an arbitrator within ten (10) business days of service of the notice.

## SECTION 5 - HEARING

- A. If the WGAW or a WGAW-represented Writer is a party to the arbitration, the hearing shall be held in Los Angeles. If the WGAE or a WGAE-represented Writer is a party to the arbitration, the hearing shall be held in New York City. Where both the WGAW and WGAE (or both WGAW- and WGAE-represented Writers) are parties to the arbitration, the parties shall mutually decide whether the hearing will be held in Los Angeles or New York City.
- B. After consulting with the parties as to their availability, the Arbitrator shall order a hearing on the Claim and, if applicable, the Counterclaim. Absent extenuating circumstances, the hearing shall commence within 90 days of the selection of the arbitrator and shall conclude within 60 days after the first day of hearing.
- C. The Arbitrator shall have the authority to issue subpoenas to compel the attendance of witnesses and/or the production of documents. Subpoenas *duces tecum* may be made returnable on a specified date (no less than 20 days after service of the subpoena) before the arbitration hearing. Upon good cause shown, the Arbitrator shall have discretion to permit other pre-hearing discovery, including the taking of oral depositions.
- D. At the hearing, each party shall have the right to present any evidence that is relevant and material to the Claim or Counterclaim. The parties shall have the right to submit post-hearing briefs.
- E. The complainant has the burden of proving its Claim by a preponderance of the evidence. The respondent has the burden of proving its Counterclaim by a preponderance of the evidence.

## SECTION 6 - DECISION

- A. The Arbitrator shall be expected to render a written decision within 30 days of the conclusion of the hearing.
- B. The Arbitrator shall not have the jurisdiction or the authority to add to, subtract from, or alter in any way the Agreement, Rider W, or these Rules.
- C. The Arbitrator's award shall be final and binding on the parties, except as provided in Section 5.C. of the Agreement.

## SECTION 7 - ARBITRATION COSTS

The costs of the arbitration, including the arbitrator's fee and court reporter's fee, shall be equally split among the parties, unless the Arbitrator's award specifies otherwise.

## SECTION 8 - LAW GOVERNING THE ARBITRATION

- A. An arbitration governed by these Rules shall be subject to the laws of the state in which the arbitration hearing is held, unless otherwise provided in the Agreement or Rider W.
- B. Arbitrations subject to the laws of the State of California shall be held pursuant to Section 1700.45 of the California Labor Code. Accordingly, the complainant shall give reasonable written notice to the California Labor Commissioner of the time and

place of the arbitration hearing, and the Labor Commissioner or his or her authorized representative has the right to attend the arbitration hearing. Section 1700.44 of the California Labor Code. shall not govern arbitrations subject to these Rules.

**SECTION 9 - SERVICE**

- A. A Claim or Counterclaim must be served by certified mail or by personal delivery. All other notices or papers shall be served by email.
- B. A petition to confirm, modify, or vacate an arbitration award in any court of competent jurisdiction shall be served upon the respondent by certified mail or personal delivery.

**SECTION 10 – CHOICE OF REPRESENTATIVE**

For the avoidance of doubt, the parties recognize that Agent may designate the representative of its choosing in connection with any proceeding arising under the Rules.



# Exhibit G

Dear \_\_\_\_\_:

Effective April 13, 2019, if your agency has not signed a franchise agreement with the Writers Guild of America, whether in the form of a Code of Conduct or a negotiated agreement, under WGA rules I can no longer be represented by you for my covered writing services. Once your agency is again in good standing with the Writers Guild, we can reestablish our relationship. Thank you.

Sincerely,

\_\_\_\_\_  
[WRITER'S NAME]

\_\_\_\_\_  
[WRITER'S SIGNATURE]

\_\_\_\_\_  
[DATE]

# Exhibit H

## Rules for Implementation of the WGA Code of Conduct for Agents

Effective April 13, 2019, the WGAW Board of Directors and WGAE Council voted to implement a Code of Conduct that all talent agencies must sign in order to represent any Guild member with respect to his or her WGA-covered writing services. The Code of Conduct may be found [here](#). A list of talent agencies currently signed to the Code of Conduct is [here](#).

In accordance with Working Rule 23, WGA Current members may only be represented by agencies that are signatory to the Code of Conduct. Working Rule 23 provides as follows:

**Agents.** No writer shall enter into a representation agreement whether oral or written, with any agent who has not entered into an agreement with the Guild covering minimum terms and conditions between agents and their writer clients.

The Board and Council have adopted the following rules regarding the implementation of the Code of Conduct.

1. If you are represented by an agency that is not signed to the Code of Conduct, you must inform the agency that it may not represent you with respect to your WGA-covered work until such time as it subscribes to the Code of Conduct.
2. You may not permit a non-franchised agent to represent you with respect to any future WGA-covered work, including deals that were first discussed but not completed before the implementation of the Code of Conduct.
3. You are not prohibited from consulting or communicating with a non-franchised agent regarding other matters, including (a) non-WGA-covered employment or services; (b) projects or agreements completed prior to the implementation of the Code of Conduct; (c) personal matters; or (d) discussions urging the agent to sign the Code of Conduct.
4. Members in violation of Working Rule 23 shall be subject to discipline in accordance with Article X of the WGAW Constitution.
5. If you have any questions regarding the implementation of the Code of Conduct or interpretation of Working Rule 23, you should contact the Guild by [email](#) or (323) 782-4502.

# Exhibit I



WGA-Agency Campaign

# Working Rule 23 Implementation FAQ

Effective Saturday, April 13, 2019, the WGA implemented a Code of Conduct for talent agencies seeking to represent WGA members. Since then, over 70 agencies have signed either the original Code of Conduct or a franchise agreement subsequently negotiated with the WGA. In order to represent WGA members an agency must sign an agreement with the WGA.

WGA Current members can only be represented by an agency that is franchised by the Guild in accordance with Working Rule 23. The Rules of Implementation of Working Rule 23 are [here](#). The list of agencies that have signed the Code of Conduct or a negotiated franchise agreement is [here](#).

Guild resources to assist members who are looking for work or other assistance without an agent are available [here](#).

[Expand/Collapse All](#)

- **What does Working Rule 23 say?**

“No writer shall enter into a representation agreement whether oral or written, with any agent who has not entered into an agreement with the Guild covering minimum terms and conditions between agents and their writer clients.” As of April 13, 2019 that agreement is either the WGA Agency Code of Conduct or a franchise agreement negotiated with the WGA.

- **Does Working Rule 23 prohibit me from contact with my agent?**

If your agent has not signed to the Code of Conduct or a negotiated franchise agreement with the WGA, you are prohibited from being represented by your agent for Guild-covered services, including deals that were first discussed but not completed before April 13, 2019. As a rule of thumb, it’s useful to ask, “Is this an action an agent would perform for a client?” If so, that’s representation. Below are some examples:

- o Setting meetings for you (either on a project or a general)
- o Submitting you or your work to a producer or employer

- Negotiating a deal for purchase or employment, including the long-form agreement
- Advocating on your behalf
- Reading your work and/or providing feedback
- Offering professional advice.

You can contact your former agency to discuss payments and enforcement of deals that closed prior to April 13, 2019. But again, you cannot discuss new projects or new deals. You can ask them in writing to provide you or the representative of your choice information regarding deals that were pending prior to April 13th (those in process but not yet closed), contact information, or inquiries they receive from studios or producers. You can also talk with them about personal matters or about negotiating a franchise agreement with the Guild.

---

- **Can an unfranchised agency represent me as a producer?**

---

**The employment of TV writer-producers** is specifically covered in the MBA. (see Articles 1 and 14). Those provisions specifically say that certain producing services are deemed part of writing when performed by writer-producers. Thus, when an agent makes a deal for a hyphenate in television—usually an overall deal or a series contract for a per episode fee—the writer-producer services are deemed covered under the MBA. An agent can't represent or split off the producing duties in this circumstance. **For a theatrical writer** who is also hired as a producer on the same project, the same rules apply. A non-franchised agency cannot represent you on a theatrical project where you would be a writer and producer.

Thus, under Working Rule 23 non-franchised agents cannot represent WGA writers with respect to these hyphenate services, and a member who has historically been employed as a hyphenate cannot avoid the Guild's jurisdiction by re-labeling a contract as a producer-only deal.

The working rule doesn't cover other producing. Of course, anything additional a member is willing to do to support the goal of eliminating agency conflicts of interest will help the campaign, and many producers who are Guild members have gone above and beyond the working rule obligations.

---

- **What if I'm already working on a project that is packaged by my former agency?**

---

Your deal will continue with the same terms, including that you should not pay commission on it.

---

- **What if I'm on an overall deal?**

---

Like all Guild members, you can only deal with your former agent regarding payments and enforcement of deals that closed prior to April 13, 2019. They cannot help you set up new projects, even if they are commissioning your overall deal.

---

- **I'm on an overall deal that my former agency negotiated. Is my former agency permitted to package me on new projects under the overall deal?**

---

No. Attempting to package a project based on your work is a form of representation. Thus, under Working Rule 23, your former agency is not permitted to treat you as a “packageable element.”

---

- **What obligation do I have to oppose the packaging of new projects under my overall deal?**

---

Members on overall deals must communicate to the employing studio that you cannot be treated as a “packageable element” by the former agency. We also strongly encourage members on overall deals to inform the studio that you do not want your new projects to be packaged by any non-franchised agency.

---

- **What do I do if my former agency tries to package me on a new project under my overall deal?**

---

You should immediately contact the [Agency Department](#) or call (323) 782-4502. The Guild will oppose—through legal action, if appropriate—the packaging of members on new projects by their former agencies. The Guild will also defend any member who is personally threatened by their former agency for opposing the packaging of new projects.

---

- **I'm developing a project with a producer or a POD that is represented by a non-franchised agency. What are my obligations in this situation?**

---

Members must communicate the following message to the producer/POD represented by the non-franchised agency:

"Please be advised, and please communicate to your agents, that I should not be considered a 'packageable element' by your agency." We also strongly encourage



writers to oppose the packaging of their project through any other non-writing element, such as the POD or the IP.

You must also communicate to the studio, in the event of a sale, that you cannot be packaged by a non-franchised agency. You can also negotiate, as part of your writer deal with the studio, that the project not be packaged.

Contact the [Agency Department](#) to discuss your specific situation.

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**- My agency was in the middle of trying to make a deal for me but nothing was firm prior to April 13th. What do I do now?**

---

A deal that was in the process of being made may be completed, but not by an agency that is no longer franchised, even if the agency already started the negotiation. Completion of the deal can be handled by a lawyer, manager or franchised agent. If you need contact on potential deal information, ask your former agent in writing to send you and/or the representatives of your choice. The agency is obligated to provide it. Contact the [Agency Department](#) if you need assistance.

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**- What right does my former, now-unfranchised agency have to commission my compensation after April 12th?**

---

You will continue to pay your agent commission under any deals negotiated prior to the termination of your representation agreement with the unfranchised agency. This may include limited circumstances where an agreement was under negotiation but not finalized until after you left the agency. However, if they only set up meetings and no offer had been made, it's unlikely that commission would be owed. The former agency may also be entitled to commission where the employer exercises an option for additional services. The rules in this area are technical and the answers are almost always fact-specific. Please contact the Agency Department to discuss your specific circumstance.

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**- What if my former agency (or my newly-franchised agency) tries to commission me for a project that was negotiated post-April 12th?**

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If you think an agency is commissioning you incorrectly, including suggesting that you put money in escrow to pay them commission at a later date, please contact the [Agency Department](#). We will defend any writer who is being pressured. Members are prohibited from paying commission to an agency where none is owed.

---

- **What do I do if my former agent continues to solicit work for me by either contacting directly or through my lawyer/manager?**

---

You should not allow any unfranchised agency to work on your behalf. Tell the agent to stop. You can also tell them that if they want to represent you they should contact the Guild to negotiate a franchise agreement.

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- **What if I get a deal offer and no longer have an agency to work with? Where does the go and who negotiates the deal?**

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If you have a manager and/or a lawyer, it should be business as usual. Managers and lawyers are able to negotiate contracts for staffing, development, or sale of materials. If you don't have a manager or lawyer, the offer can go to you. Before you leave every meeting, make sure the executive, producer, or showrunner has your contact information. And after the offer comes in, you can find a lawyer to negotiate with Business Affairs by asking other writers for recommendations. If you are having trouble finding an attorney, or need the Guild to review contract terms and advise you in other ways, contact the [Agency Department](#).

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- **The agencies said it is against state laws for managers and lawyers to help writers find work or negotiate without being connected to an agent.**

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As a matter of practice, prior to April 2019, managers and sometimes attorneys regularly obtained work for clients. In addition, as the exclusive bargaining representative for writers, the Guild has the right under federal law to delegate authority to other representatives, and on a temporary basis delegated that authority to managers and attorneys. It is our understanding from the recent member survey that this delegation is working quite well for writers. Here is the link to the [delegation letter](#). If your manager or attorney refuses to work for you, you should consider finding another representative or contact the [Agency Department](#).

---

- **I'm represented by an agency for both writing and another area of work not covered by the Guild (stand-up performance, acting, directing, writing plays, etc.). Is it mandatory to leave the agent for my non-Guild-covered work?**

---

The Guild cannot direct you to leave your agency for work that isn't covered by the WGA, although we encourage you to be represented for all your work by a franchised agency that is not conflicted. Many members have gone beyond the working rule in order to further assist the agency campaign by leaving agents for

directing and other non-WGA covered work. Contact the [elected leadership](#) for more information.

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- **Can my agent continue to represent me for animation work?**

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If you are seeking Guild-covered animation work, you must be represented by a franchised agency. Most primetime animation and a growing number of other animated projects are Guild-covered, especially on streaming platforms. While we encourage you to be represented by a franchised agency for all your work, if an animation project is covered by another union, Working Rule 23 does not apply. For assistance getting your animation project covered, please contact the [Organizing Department](#).

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- **What if my former agent calls me and says, "Great news, I got you a meeting with An Important Producer tomorrow"?**

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Your agent may very well try to test you. Former agents sometimes try to dangle meetings for clients after being fired in hopes of the client wavering on representation. But if someone wants to meet with you, it's because of your writing, not your agent. Here's an example of how a conversation might go:

**Agent:** Hey! It's me. Great news—got you a meeting with Important Producer tomorrow.

**Writer:** Um, hi, um...

**Agent:** She read your pilot, thinks you have a great voice.

**Writer:** Cool, I'll call her office.

**Agent:** I already set it up. Eleven a.m.

**Writer:** I'm sorry, but your agency can't represent WGA writers now. That means you can't set up a meeting for me.

**Agent:** You're going to turn down Important Producer?

**Writer:** I'm not turning her down, I'm calling her office.

(The writer hangs up, goes to IMDbPro, looks up Important Producer's phone number, calls.)

**Writer:** Hi, this is Writer. I understand Important Producer would like to meet with me and I'd love to set up a time.

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- **I'm not a Guild member but I just got my first offer on a WGA-covered project. Or I'm member in a category other than Current (e.g. Post-Current, Associate, or Associate Caucus). Do I need to leave my non-franchised agency?**

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Working Rules do not apply to non-members. In the present campaign, the Board of Directors has elected to apply Working Rule 23 only to Current members. See

the [Working Rules](#) here. However, once you become a Current member you will need to terminate representation by any non-franchised agent.

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**- My agency receives and processes my checks on deals closed prior to April 13, 2019 am I going to get paid?**

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Your former agency can continue to process your checks on deals that closed prior to April 13, 2019. Your former agency is legally required to keep sending you your money. If you'd prefer to revoke that consent and direct your payments elsewhere, contact the [Agency Department](#) for advice on how to set that up.

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**- What if my agency receives notices of writing credits for my past projects?**

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If your contract specifies that the notice of tentative writing credits is sent to the agent who negotiated your deal, that agent has an ongoing fiduciary obligation to forward that credit notice to you, even if you have terminated the agency as your representative. Members should be especially vigilant and watch out for credit notices from the studio as well as from your former agency. If you have concerns, please contact the [Credits Department](#).

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**- Does my British agency need to be franchised by the WGA?**

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Your British agency needs to sign if they negotiate deals for WGA-covered projects.

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**- Does Working Rule 23 apply to representation for my work on a Writers Guild of Canada covered program under a waiver?**

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No.

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**- My agency sponsored my visa. What do I do?**

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For assistance, West members can contact the [Agency Department](#) and East members can contact [Ann Burdick](#).

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**- When do I need to find a new agent?**

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The choice of if and when to seek representation is up to you. At some point you may decide to seek new or additional representation, which can be a lawyer, manager, or an agent who is franchised by the WGA.

If you are interested in finding a manager and/or attorney, ask your fellow writers about their experiences and for recommendations, or contact the [Agency Department](#) If you get a job offer and are having trouble finding a new attorney to negotiate the deal you can also contact the Guild. If you need an attorney to review a deal memo or contract, the Guild can provide that service: contact the [Agency Department](#).

The list of agencies that are currently Franchised by the WGA is [here](#).

And here is a link to [Guild resources](#) to assist writers without agents.

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**- Can a Guild member pitch, sell to, or be employed by an agency-owned production company that is signatory to the MBA?**

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Yes, as long as the member is not represented by an unfranchised agency for the deal. Working Rule 23 does not prohibit Guild members from selling literary material to or being employed by any company signatory to the MBA agency-owned production companies.

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**- I am represented by a franchised agency. What right does it have to package under the packaging “sunset provision” included in the most recently-negotiated franchise agreement?**

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A number of agencies are signatory to a franchise agreement that permits them to package until July 15, 2021. Where the writer client is the initiating element of the package, the writer has the right to choose whether the project will be packaged or not. In all other circumstances, the writer has the right to choose whether to be part of the package. During this period, the agency must disclose to the writer client its intent to seek a packaging fee and the financial terms of the packaging agreement.

Contact the [Agency Department](#) to discuss your specific situation.

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**- How is Working Rule 23 being enforced?**

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Here are the [Working Rule 23 Implementation Rules](#). While individual members have a voice and vote, after the Guild decides on collective action members are

obligated to follow Guild rules, which will be enforced. The WGA membership and leadership have ratified this course of action and the membership has a proud history of unity and solidarity. [Article X](#) of the WGAW and WGAE Constitutions guides Guild disciplinary procedures. In May the WGAW Board appointed a WR23 Committee to advise the Board and investigate alleged infractions. You can contact [Agency Agreement](#) if you have questions.

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[Back to WGA-Agency Campaign](#)

# Exhibit J

**Sean Graham**

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*March 20, 2019*

With the WGA's Artists' Manager Basic Agreement (AMBA) set to expire on April 6, 2019, the WGA is preparing for the possibility that members may have to leave their agency after April 6. To ensure that as much support as possible will be in place for writers seeking work, the WGA is providing a limited delegation of our exclusive bargaining authority to managers and attorneys who represent Guild members.

To: Managers and Attorneys who represent WGA members

Re: Limited Delegation of Authority to Negotiate Overscale Terms with Guild-Signatory Companies

Writers Guild of America, West, Inc., together with Writers Guild of America, East, Inc. (collectively, "Guild" or "WGA"), is the exclusive representative for the purpose of collective bargaining of all writers ("Writers") employed under the WGA Theatrical and Television Basic Agreement ("MBA"). As such, under the National Labor Relations Act, 29 U.S.C. § 151 et seq., the Guild is vested with the exclusive right to bargain over wages, hours, and terms and conditions of employment on behalf of such Writers. The Guild, in its sole discretion, may delegate its exclusive bargaining authority on terms that it establishes.



The Guild, as the exclusive bargaining representative, hereby authorizes you to procure employment and negotiate overscale terms and conditions of employment for individual Writers in connection with MBA-covered employment and MBA-covered options and purchases of literary material, consistent with Article 9 of the MBA. Nothing herein shall be construed to permit you to negotiate terms and conditions of employment inferior to or in conflict with the terms of the MBA.

This limited delegation of bargaining authority shall be effective as of the date of this letter and may be revoked by the Guild upon ten days' email notification to you.

If you have any questions, please contact [agency@wga.org](mailto:agency@wga.org).

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**Writers Guild of America West**

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# Exhibit K

**Sean Graham**

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*April 16, 2019*

Dear Members,

The trades, citing “attorneys” who prefer to remain anonymous, have announced that writers “better think again” if they expect attorneys and managers to represent them during the agency campaign. We have also heard this from members whose managers and attorneys have previously provided the very services they are now questioning, in some cases for many years.

This is the kind of misleading propaganda at which some in Hollywood excel. The legal facts, as described by WGA’s labor and antitrust attorneys at Altshuler Berzon LLP, are as follows:

- The reported concerns raised by attorneys and managers are based on a misunderstanding of the Talent Agencies Act, Cal. Labor Code §1700 et seq. The Act protects writers from receiving fraudulent or conflicted representation, which no writer is demanding a manager or attorney provide. Disputes between writers and talent agents or an entity acting as a talent agent are resolved by the California Labor Commissioner upon receiving notice from the parties of a controversy covered by the Act, a process no writer intends to pursue in the current circumstances. Cal. Labor Code §1700.44.

- Nothing in the Act limits writers' right to receive necessary representation, including from the managers and attorneys who have long provided representation services separate and apart from the services provided by agents. And nothing in the Act would expose managers or attorneys to any monetary damages or other legal liability under the Act to non-clients. Likewise, nothing in the ethical rules governing California attorneys precludes them from providing representation services to writers who have specifically requested those services. Indeed, attorneys who have been providing their clients with representation in connection with an ongoing matter (such as a contract negotiation) generally have an ethical obligation to continue doing so, and are prohibited from abandoning their clients in the midst of that ongoing matter. And it is clear that managers and lawyers can continue to provide writers with the representation services they have always provided, without facing any legal risk at all, including any risk of loss of payment. *See Marathon Entertainment, Inc. v. Blasi*, 42 Cal.4th 974, 996 (2008).

Although the concerns raised by certain attorneys and managers are baseless, the Guild has decided that its policy going forward is to encourage its members to honor any commitment to pay a talent manager or attorney for procuring or attempting to procure engagements or employment for the writer or for providing other representation notwithstanding any alleged violation of the Act, until further notice from the Guild. If a talent manager or attorney who provides such procurement services at a writer's direction and in good faith is not otherwise paid for those services because of an alleged violation of the Act, the Guild will reimburse the talent manager or attorney in question for those services.

Finally, the Guild has heard accounts that managers and/or lawyers may be discussing withholding services from writers who are not represented by talent agents. But the expert antitrust attorneys from Altshuler Berzon LLP have advised that any agreement, explicit or implicit, among two or more managers or attorneys not to provide services to writers who are not represented by a talent agent would constitute a combination in restraint of trade in violation of federal antitrust law--specifically, Section 1 of the Sherman Act, 15 U.S.C. §1. Indeed, it would likely constitute a group boycott that is per se unlawful under longstanding Supreme Court precedent. *See, e.g., FTC v. Super. Ct. Trial Lawyers Ass'n*, 493 US 411. Please inform us or a member of the Board of Directors if your manager or attorney refuses to provide you with representation services, so that we can evaluate whether such an unlawful boycott has been implemented, or if you learn of any agreement to refrain from providing such services to the Guild's members.

In the interim, for any members whose lawyers are refusing to work for them, high profile firms

have reached out to the guild and offered their services to clients who need new legal representation.

In Solidarity,

David A. Goodman  
President, WGAW

David Young  
Executive Director, WGAW

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