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18 *Attorneys for Defendants-Counterclaimants*

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

21 WILLIAM MORRIS ENDEAVOR  
ENTERTAINMENT, LLC, *et al.*,  
22 Plaintiffs and Counterclaim Defendants,  
v.  
23 WRITERS GUILD OF AMERICA,  
WEST, INC., *et al.*,  
24 Defendants and Counterclaimants,  
25 and PATRICIA CARR, *et al.*  
26 Counterclaimants.

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America, East, Inc.*

Case No. 2:19-cv-05465-AB-AFM  
**DECLARATION OF P. CASEY  
PITTS IN SUPPORT OF  
CONSOLIDATED OPPOSITION  
TO PRELIMINARY INJUNCTION  
MOTIONS**

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

27 **REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.**

1 I, P. Casey Pitts, hereby declare as follows:

2 1. I am a partner at the law firm Altshuler Berzon LLP, and one of the  
3 counsel for Defendants and Counterclaimants Writers Guild of America, West, Inc.  
4 and Writers Guild of America, East, Inc. (“Guilds”) and Individual  
5 Counterclaimants Patricia Carr, Ashley Gable, Deric A. Hughes, David Simon, and  
6 Meredith Stiehm in the above-captioned case. I have personal knowledge of the  
7 facts stated in this declaration.

8 2. Plaintiffs and Counterclaim-Defendants William Morris Endeavor,  
9 Entertainment, LLC (“WME”) and Creative Artists Agency, LLC (“CAA”)  
10 (collectively, “the Agencies”), as well as former Plaintiff and Counterclaim-  
11 Defendant United Talent Agency, LLC (“UTA”), filed the lawsuits that have now  
12 been consolidated under the above-captioned number between June 24 and July 1,  
13 2019. WME and CAA alleged, in relevant part, that the Code of Conduct adopted  
14 by the Guilds in April 2019, as well as the Guilds’ enforcement of that Code  
15 through Guild Working Rule 23, violated federal antitrust law. The Agencies did  
16 not seek injunctive relief when they filed their lawsuits (several months after the  
17 Guilds’ adoption of the Code).

18 3. The parties started the discovery process in December 2019, following  
19 their Rule 26(f) conference. The Guilds served first sets of requests for production  
20 on WME and CAA shortly after the conference and served a first set of  
21 interrogatories on each Agency in March 2020.

22 4. Although the parties had several disputes regarding the scope of the  
23 Agencies’ responses to the Guilds’ requests for production, many of those disputes  
24 were resolved by the end of May 2020. The parties were unable to resolve certain  
25 disputes regarding the number of custodians whose files WME and CAA would  
26 search and concerning the scope of the protective order (including whether the  
27

1 Guilds' General Counsels could be excluded from access to particular documents,  
2 even though the Guilds are not in competition with the Agencies and disclosure  
3 therefore would not harm the Agencies' competitive interests). Those disputes  
4 were presented to Magistrate Judge Mackinnon, who determined, in orders dated  
5 June 8 and 24, 2020, that the disputes were not yet ripe for resolution.

6 5. Even though the Guilds served requests for production on WME and  
7 CAA in December 2019, and even though the major disputes regarding the  
8 Agencies' document productions were resolved in June 2020, WME did not begin  
9 producing responsive documents until August 28, 2020. CAA waited even longer  
10 and did not begin producing responsive documents until September 24, 2020.  
11 Despite representing to the magistrate that they would employ the Outside  
12 Counsels' Eyes Only designation sparingly, WME and CAA have designated a  
13 substantial majority of the information produced as limited to review by outside  
14 counsel only.

15 6. WME and CAA's designation of the majority of their documents as  
16 Outside Counsels' Eyes Only has created substantial obstacles for our ability to  
17 litigate this matter. Because we cannot share any of the information in those  
18 documents with anyone at the Guild, it is extremely difficult for us to call upon the  
19 Guilds' resources to understand and evaluate those documents. WME and CAA  
20 have even designated certain interrogatory responses highly confidential,  
21 substantially impairing our ability to evaluate those responses and prepare our case  
22 accordingly.

23 7. These obstacles have continued into the preparation of our oppositions  
24 to the Agencies' pending preliminary injunction motions. The Agencies'  
25 preliminary injunction motions include certain materials that the Agencies again  
26 demand be treated as highly confidential and subject to review by outside counsel  
27

1 only. This has not only impaired our ability to evaluate and respond to the  
2 Agencies’ contentions, but it has also made it extremely difficult to draft our  
3 responsive pleadings, because we cannot share drafts that reference that material  
4 with the Guilds’ general counsels Tony Segall and Ann Burdick, even though they  
5 have both appeared in this matter and have been actively involved in drafting or  
6 editing every document filed in the case to this point. Because of the Agencies’  
7 designations, we cannot share the original, underlying drafts of our documents with  
8 either Mr. Segall or Ms. Burdick.

9 8. The Agencies’ designation of the names of certain showrunners they  
10 contend to be “non-labor” parties as highly confidential is particularly  
11 inappropriate, given that the Agencies ask this Court to enjoin the Guilds’ ongoing  
12 conduct on the basis of their purported “combination” with those showrunners. In  
13 effect, the Agencies have asked this Court to enjoin the Guilds based on a finding  
14 that they have likely violated federal antitrust law while refusing to allow anyone  
15 at the Guilds—including their general counsel—to see the evidence upon which  
16 their claim rests.


17 9. WME and CAA have each stated that their document productions will  
18 include certain documents from the Agencies’ “central packaging files,” as well as  
19 documents identified through searches of 15 identified custodians. According to  
20 the metadata provided with WME and CAA’s production to date and the  
21 accompanying correspondence, all the documents WME has produced to this date  
22 come from its centralized electronic packaging files. In other words, WME has not  
23 produced a single document from the individual custodians whose documents it  
24 agreed to search. WME also has not yet completed its production of centralized  
25 packaging files as of the drafting of this declaration. Based on the same metadata  
26 information, CAA has only produced documents from its central packaging files  
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1 and individual custodians Jon Ringquist, David Sookiazian, and Danny Grover.  
2 Despite representations made to the contrary during the parties' lengthy meet and  
3 confer sessions, the documents produced from the central packaging files do not  
4 respond to many of the requests made by the Guilds.

5 10. The custodians whose files WME agreed to search include both  
6 Richard Rosen and Ari Greenburg, who filed declarations in support of WME's  
7 motion for a preliminary injunction. Likewise, CAA agreed to search the files of  
8 both Bryan Lourd and Joseph S. Cohen, who filed declarations in support of  
9 CAA's preliminary injunction motion, for responsive documents. As of the  
10 drafting of this declaration, neither WME nor CAA has produced any documents  
11 from any of those custodians.

12 11. After the Agencies filed their preliminary injunction motions on  
13 November 17 and November 18, 2020, we determined that additional discovery  
14 was required for us to respond to the Agencies' motions. After this Court declined  
15 to move the hearing date on the Agencies' motions, we served deposition notices  
16 on four of the Agencies' declarants (two individuals who work for CAA and two  
17 who work for WME), scheduling those depositions for December 11, 14, 15, and  
18 16. We also served subpoenas on three entities or individuals referenced in the  
19 Agencies' pleadings, scheduling those depositions for December 8, 9, and 10.

20 12. On December 2, 2020, counsel for the Agencies informed me by  
21 email that the WME and CAA declarants whose depositions we had noticed were  
22 not available on the noticed dates, and that the depositions could not occur prior to  
23 the December 18 hearing date. They also informed me that they were not available  
24 to attend depositions of the third-party subpoena recipients on December 8, 9, and  
25 10.

26 13. Attached as **Exhibit A** is a true and correct copy of a 

1 [REDACTED] produced by WME on August 30, 2020, with the Bates  
2 numbers WME\_00004011 through WME\_00004016. [REDACTED]

3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED] This  
6 document has been designated by WME as Highly Confidential-Outside Counsel's  
7 Eyes Only.

8 14. Attached as **Exhibit B** is a true and correct copy of an [REDACTED]

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED] See Ex. B ¶8. This document was produced  
16 by WME in discovery on August 30, 2020, with the Bates numbers  
17 WME\_00000993 through WME\_00001052. It has been designated by WME as  
18 Highly Confidential-Outside Counsel's Eyes Only.

19 15. Attached as **Exhibit C** is a true and correct copy of a [REDACTED]

20 [REDACTED]  
21 [REDACTED] It was produced by CAA on September 25,  
22 2020, with the Bates numbers CAA\_00000446 through CAA\_00000447. The  
23 document has been designated by CAA as Highly Confidential-Outside Counsel's  
24 Eyes Only.

25 16. Attached as **Exhibit D** is a true and correct copy of a [REDACTED]

26 [REDACTED]

1 [REDACTED] The document was  
2 produced by WME on August 30, 2020, with the Bates numbers WME\_00008764  
3 through WME\_00008767. It has been designated by WME as Highly  
4 Confidential-Outside Counsel's Eyes Only.

5 17. Attached as **Exhibit E** is a true and correct copy of a [REDACTED]

6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED] It was produced by WME on  
10 August 30, 2020, with the Bates number WME\_00005303. The document has  
11 been designated by WME as Highly Confidential-Outside Counsel's Eyes Only.

12 18. Attached as **Exhibit F** is a true and correct copy of a [REDACTED]

13 [REDACTED]  
14 [REDACTED] It was produced by  
15 CAA on September 25, 2020, with the Bates numbers CAA\_00000267 through  
16 CAA\_00000269. The document has been designated by CAA as Highly  
17 Confidential-Outside Counsel's Eyes Only.

18 19. Attached as **Exhibit G** is a true and correct copy of an [REDACTED]

19 [REDACTED]  
20 [REDACTED] The  
21 document was produced by CAA on October 19, 2020, with the Bates number  
22 CAA\_00007670. The document has been designated by CAA as Highly  
23 Confidential-Outside Counsel's Eyes Only.

24 20. Attached as **Exhibit H** is a true and correct copy of [REDACTED]

25 [REDACTED]  
26 produced by CAA on October 19, 2020, with the Bates numbers CAA\_00008392  
27

1 through CAA\_00008393. The document has been designated by CAA as Highly  
2 Confidential-Outside Counsel's Eyes Only.

3 21. Attached as **Exhibit I** is a true and correct copy of an [REDACTED]  
4 [REDACTED]  
5 [REDACTED] produced by CAA on October 19, 2020, with the Bates numbers  
6 CAA\_00008766 through CAA\_00008767. The document has been designated by  
7 CAA as Highly Confidential-Outside Counsel's Eyes Only.

8 22. Attached as **Exhibit J** is a true and correct copy of an [REDACTED]  
9 [REDACTED]  
10 [REDACTED] The document was produced by  
11 CAA on October 21, 2020, with the Bates numbers CAA\_00009789 through  
12 CAA\_00009791. The document has been designated by CAA as Highly  
13 Confidential-Outside Counsel's Eyes Only.

14 23. Attached as **Exhibit K** is a true and correct copy of a [REDACTED]  
15 [REDACTED]  
16 [REDACTED] The document was produced by CAA on  
17 September 25, 2020, with the Bates numbers CAA\_00004508 through  
18 CAA\_00004509. The document has been designated by CAA as Highly  
19 Confidential-Outside Counsel's Eyes Only.

20 24. Attached as **Exhibit L** is a true and correct copy of a [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]



1 [REDACTED]  
2 [REDACTED]

The document was produced by WME on October 21, 2020, with the Bates number WME\_00044230. It has been designated by WME as Highly Confidential-Outside Counsel's Eyes Only.

6 25. Attached as **Exhibit M** is a true and correct copy of a [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

9 This document was produced by CAA on October 19, 2020, with the  
10 Bates numbers CAA\_00007901 through CAA\_00007902 and has been designated  
11 by CAA as Highly Confidential-Outside Counsel's Eyes Only.

12 26. Attached as **Exhibit N** is a true and correct copy of a document  
13 produced by WME on September 28, 2020, with the Bates numbers  
14 WME\_00043304 through WME\_00043308. The document has been designated  
15 by WME as Highly Confidential-Outside Counsel's Eyes Only.

16 27. Attached as **Exhibit O** is a true and correct copy of a document  
17 produced by WME on September 28, 2020, with Bates numbers WME\_00045561  
18 through WME\_00045565. The document has been designated by WME as Highly  
19 Confidential-Outside Counsel's Eyes Only.

20 28. Attached as **Exhibit P** is a true and correct copy of a document  
21 produced by WME on November 5, 2020, with the Bates number  
22 WME\_00048184. The document has been designated by WME as Highly  
23 Confidential-Outside Counsel's Eyes Only.

24 29. Attached as **Exhibit Q** is a true and correct copy of a document  
25 produced by WME on September 28, 2020, with the Bates numbers  
26 WME\_00045665 through WME\_00045668. The document has been designated  
27

1 by WME as Highly Confidential-Outside Counsel's Eyes Only.

2 30. 

3   
4  These

6 documents have been produced to the Agencies.

7 31. Attached as **Exhibit S** is a true and correct copy of interrogatory  
8 responses served upon the Guilds by WME on October 30, 2020. Portions of  
9 Exhibit S were designated by WME as Highly Confidential-Outside Counsel's  
10 Eyes Only.

11 32. The following chart summarizes the evidence in the record pertaining  
12 to the 12 showrunners that WME asserts have combined with the Guilds and have  
13 performed no writing services since April 2017. *See* Exhibit S at 14; Dkt. 153-11  
14 ¶54.

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Writer	Used Guild Letter <sup>1</sup>	Other Evidence re Firing <sup>2</sup>	P&H Since 4/17 <sup>3</sup>	P&H on IDed Projects <sup>4</sup>	P&H on Relevant Overall <sup>5</sup>	Credits Since 4/17 <sup>6</sup>	Credits on IDed Projects <sup>7</sup>
[REDACTED]	X		X	X		X	X
[REDACTED]			X		X	X	
[REDACTED]			X	X		X	X
[REDACTED]		X	X			X	
[REDACTED]	X						
[REDACTED]	X		X	X		X	X
[REDACTED]	X		X	X		X	X
[REDACTED]	X		X	X		X	X
[REDACTED]	X		X	X	X	X	X
[REDACTED]	X		X	X		X	
[REDACTED]	X		X	X	X	X	X
[REDACTED]	X		X	X		X	

<sup>1</sup> The writers with an X in Column 1 signed the Guilds’ form termination letter, which made clear that Guild members were firing their agents *only* for “covered writing services.” See Exhibit R.

<sup>2</sup> [REDACTED]

<sup>3</sup> The writers with an X in Column 3 have earned compensation for performing MBA-covered writing services since April 2017. See Declaration of Ellen Stutzman. Ex. B.

<sup>4</sup> The writers with an X in Column 4 have earned compensation for performing MBA-covered writing services since April 2017 on *specific* projects that WME identifies in its interrogatory response. See Stutzman. Decl. ¶9 & Ex. B.

<sup>5</sup> The writers with an X in Column 5 have, since April 2017, earned compensation for performing MBA-covered writing services under an “overall deal” from the same company that produces a program that WME identifies in its interrogatory response. See Stutzman. Decl. ¶9 & Ex. B.

<sup>6</sup> The writers with an X in Column 6 have earned writing credits for work performed under the MBA since April 2017. See Stutzman. Decl. ¶9 & Ex. B.

<sup>7</sup> The writers with an X in Column 7 have, since April 2017, earned writing credits for work performed under the MBA on *specific* projects that WME identifies in its interrogatory response. See Stutzman. Decl. ¶14 & Ex. C.

1 I declare under penalty of perjury under the laws of the United States that  
2 the forgoing is true and correct.

3 Executed this 4th day of December 2020 at San Francisco, CA.

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/s/P. Casey Pitts  
P. Casey Pitts

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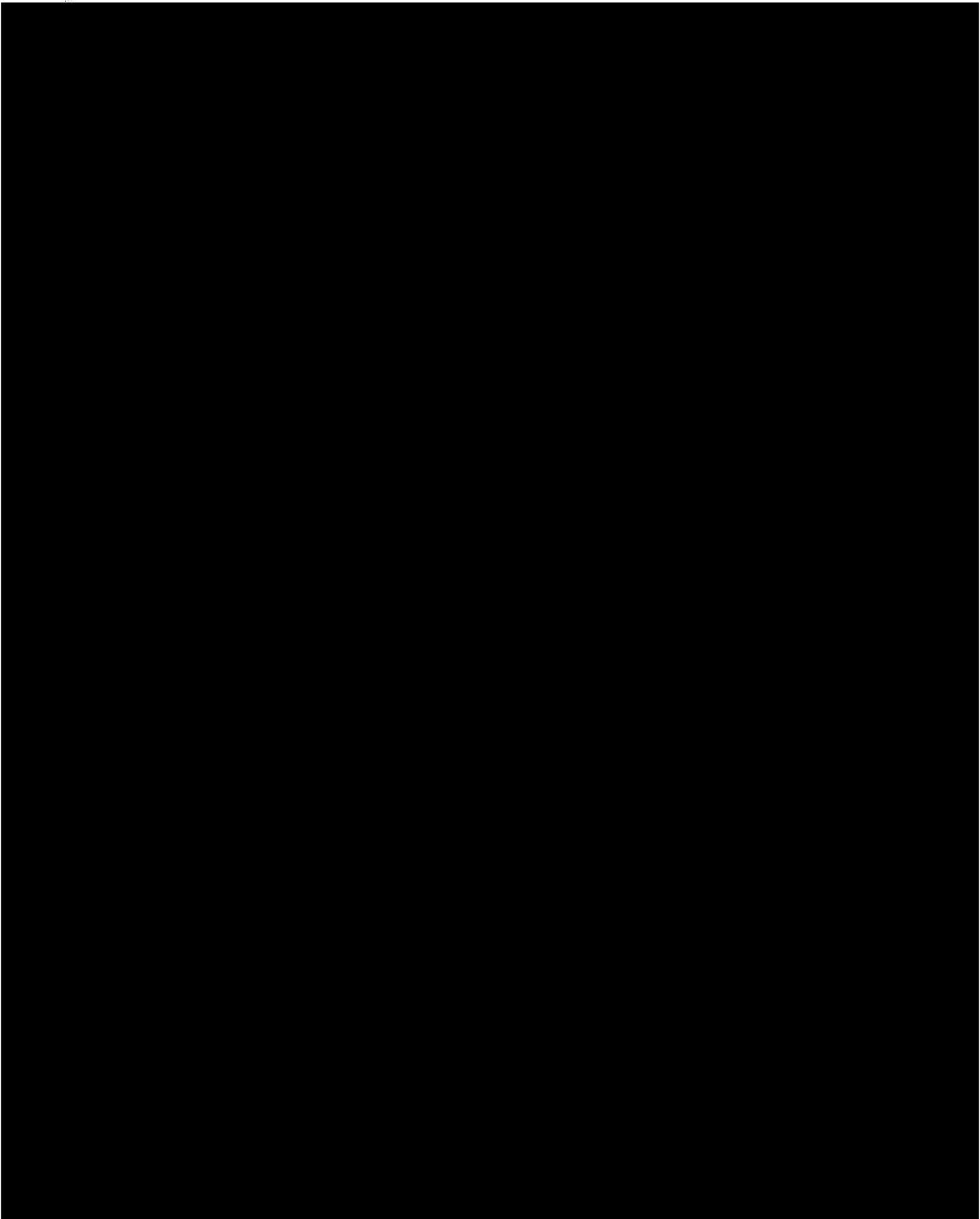
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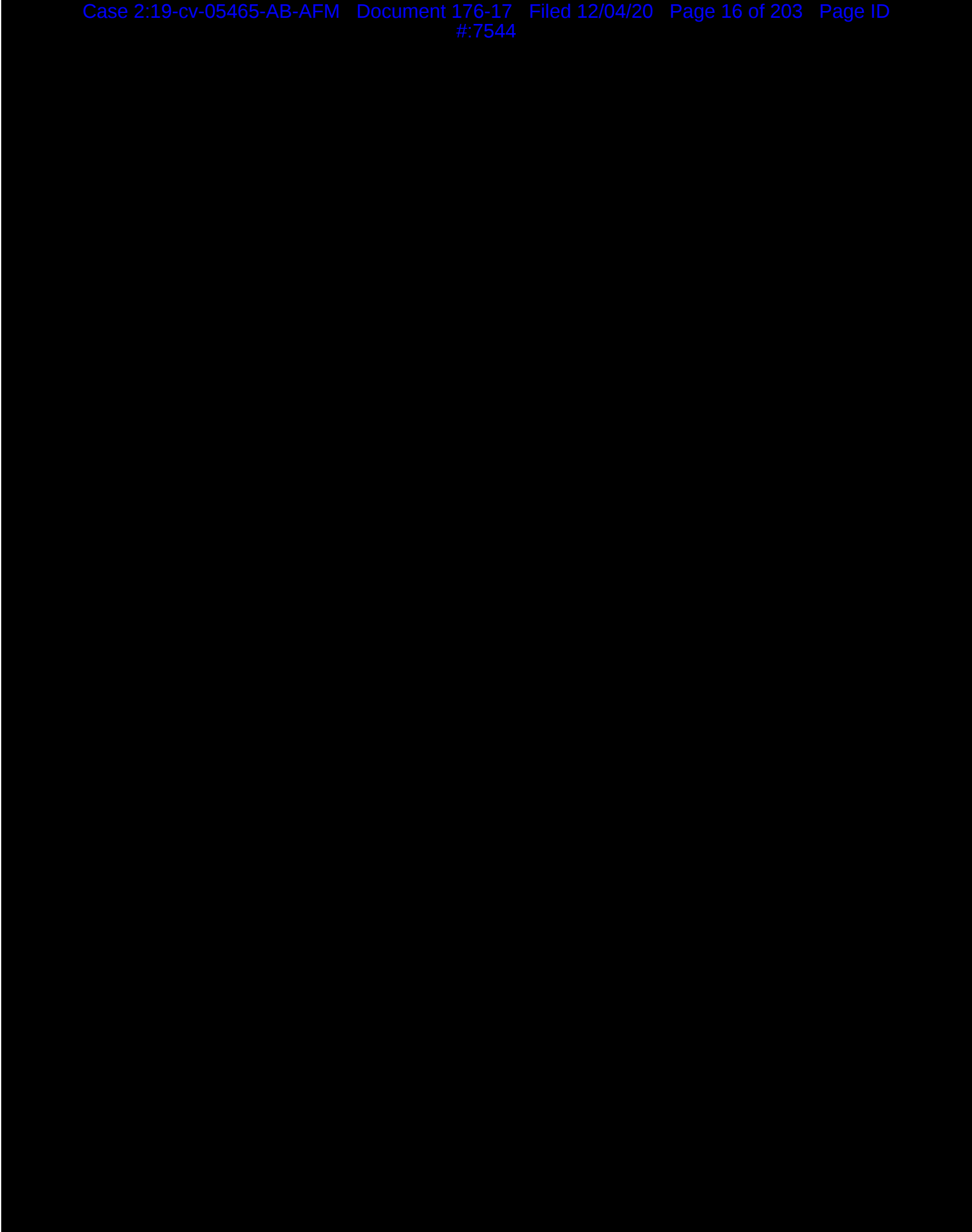
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# EXHIBIT A

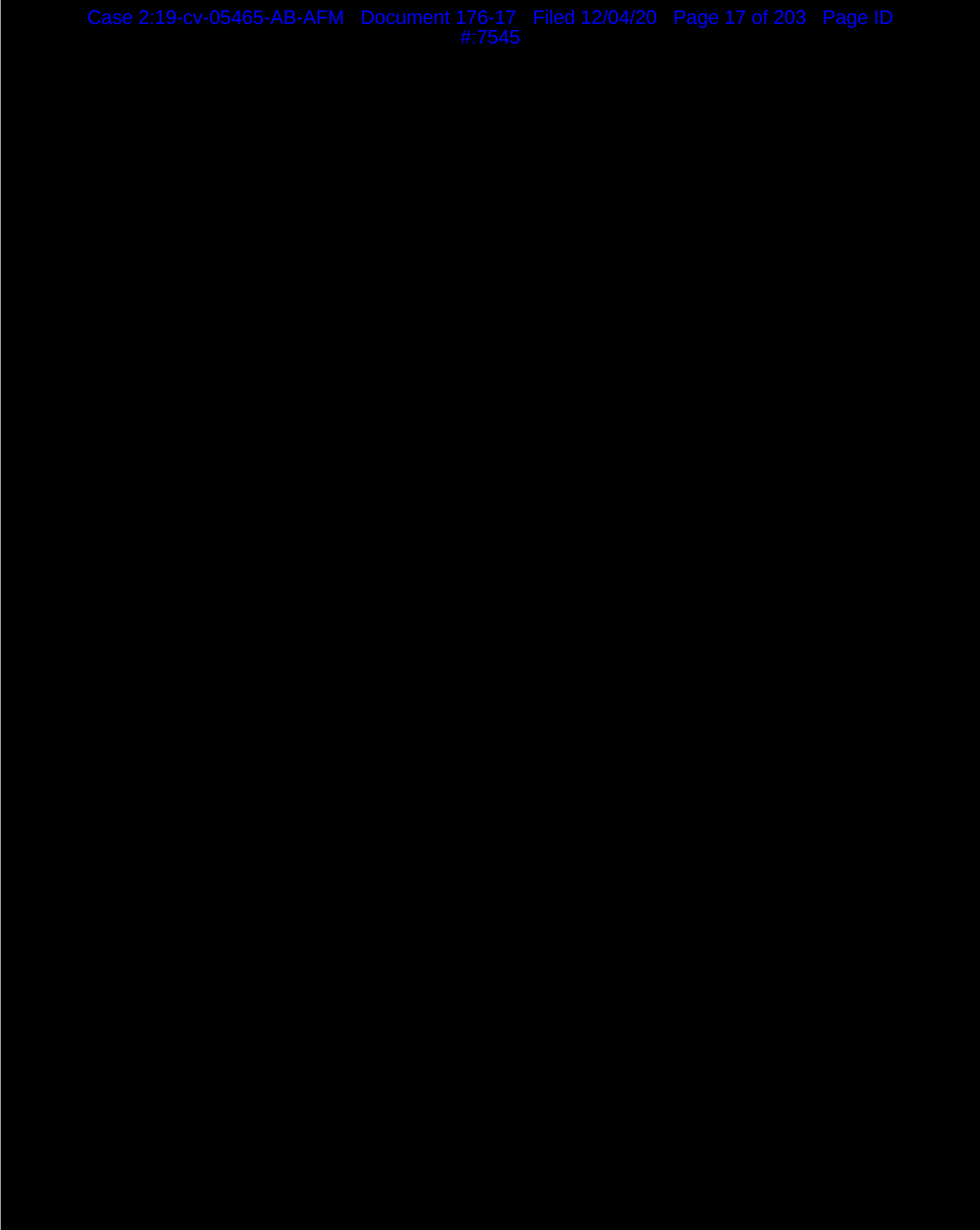
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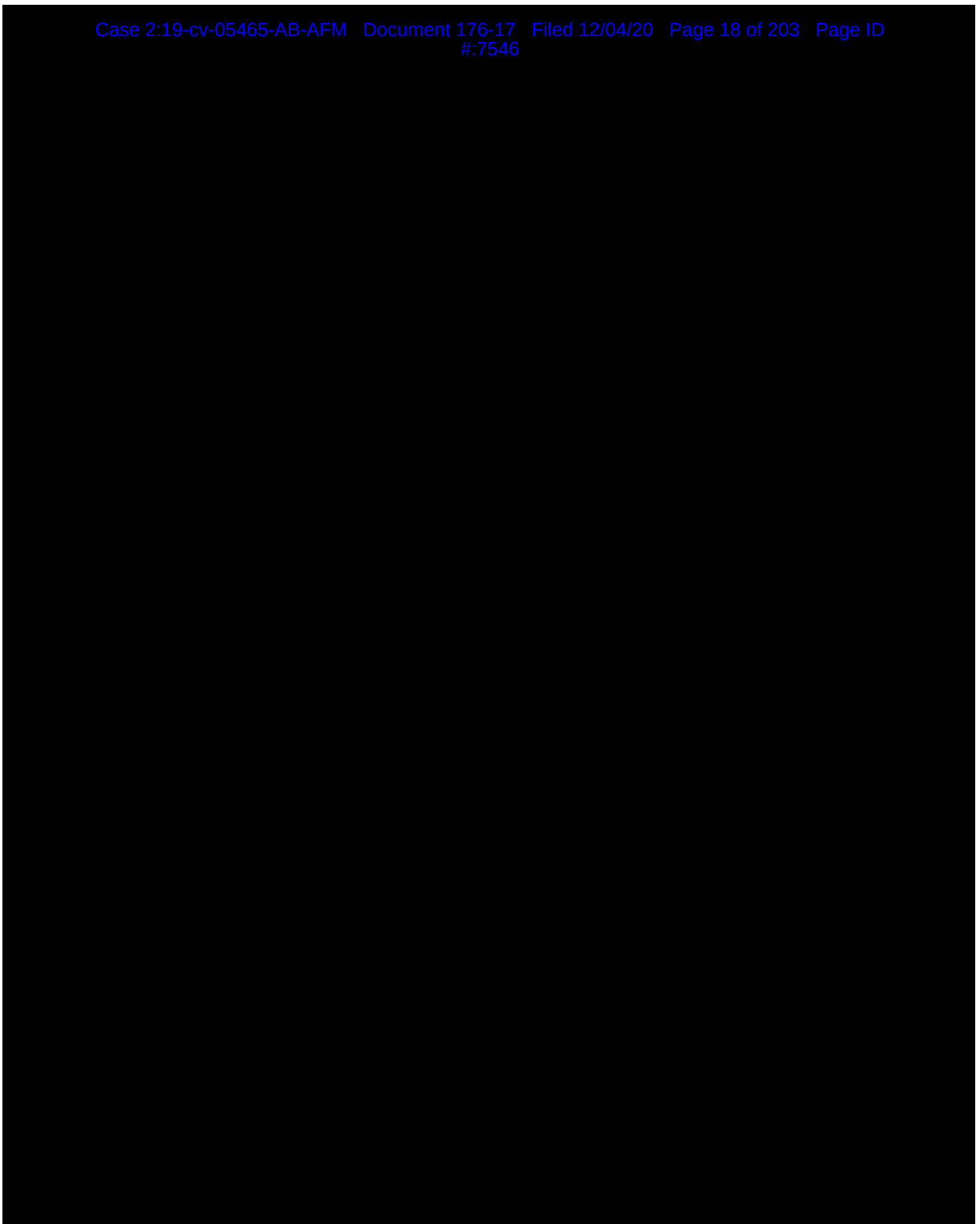


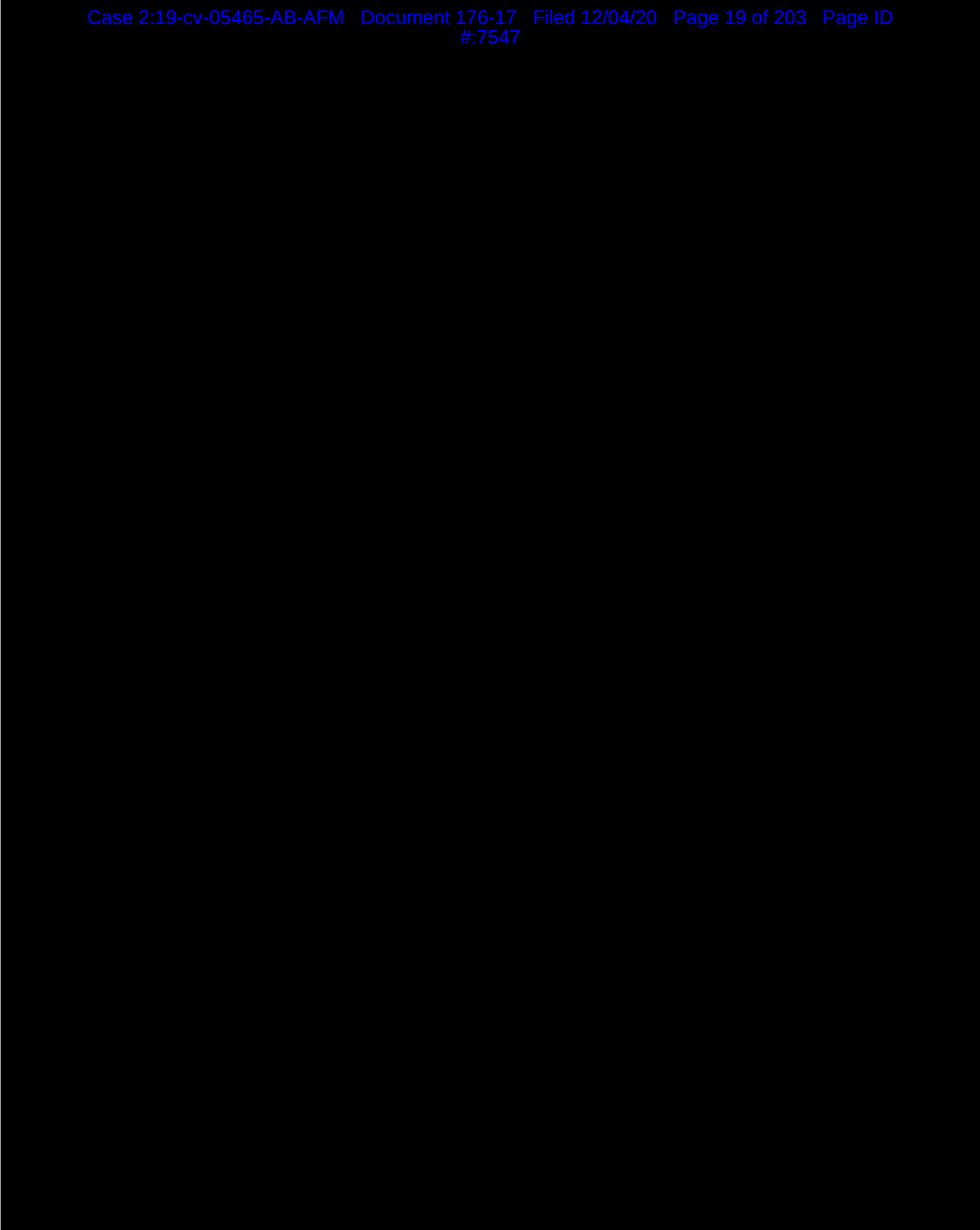








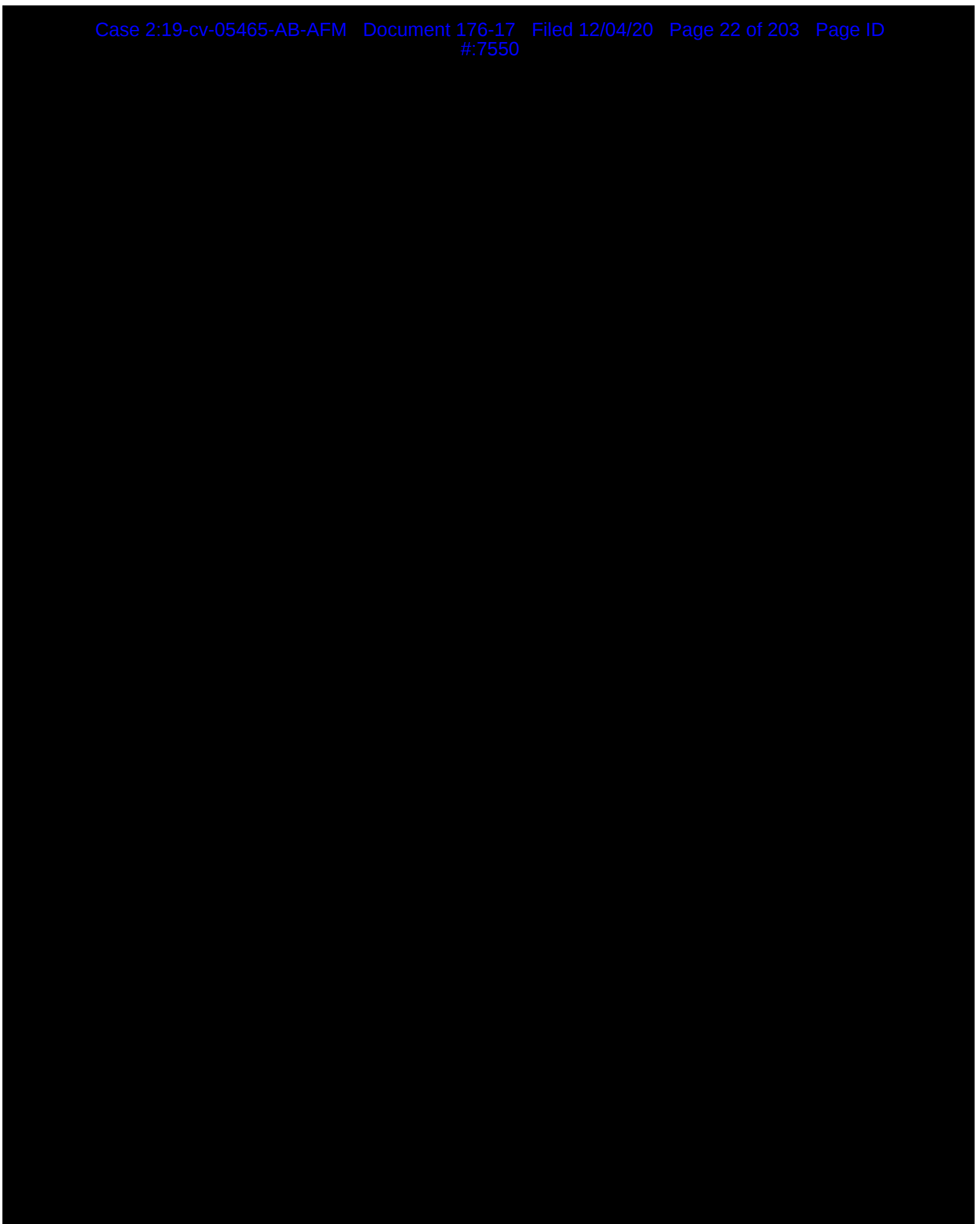


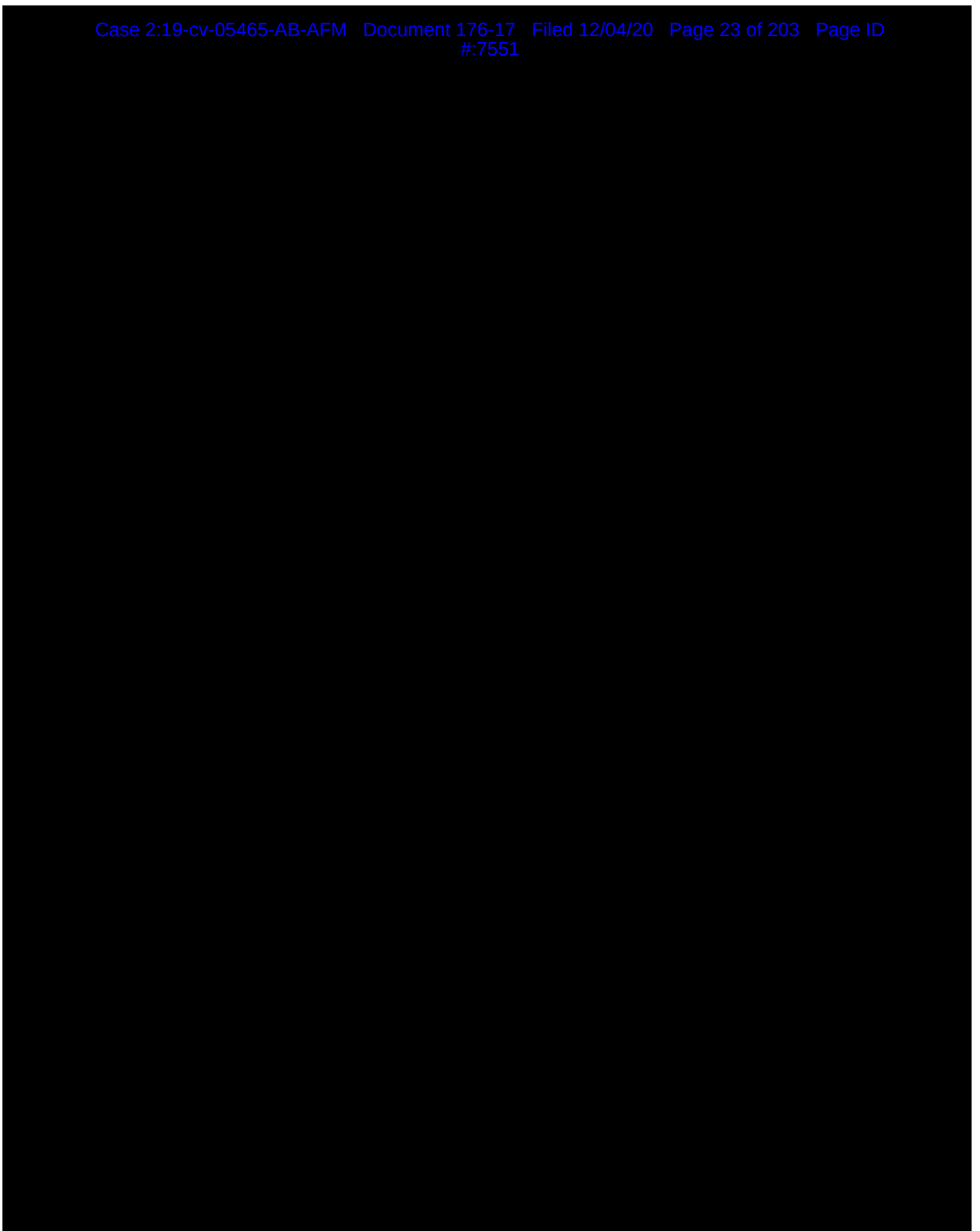


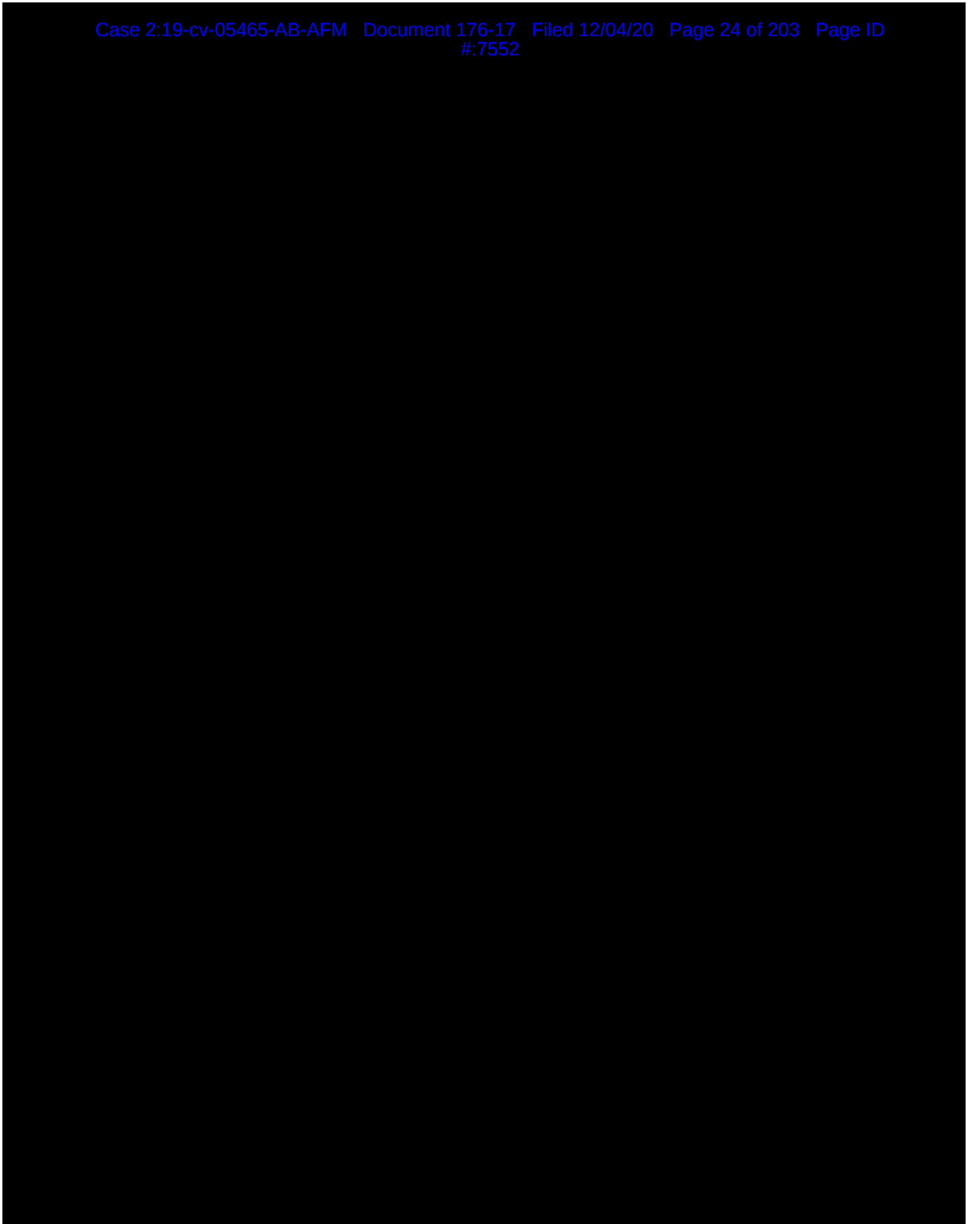
# **EXHIBIT B**

***REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.***

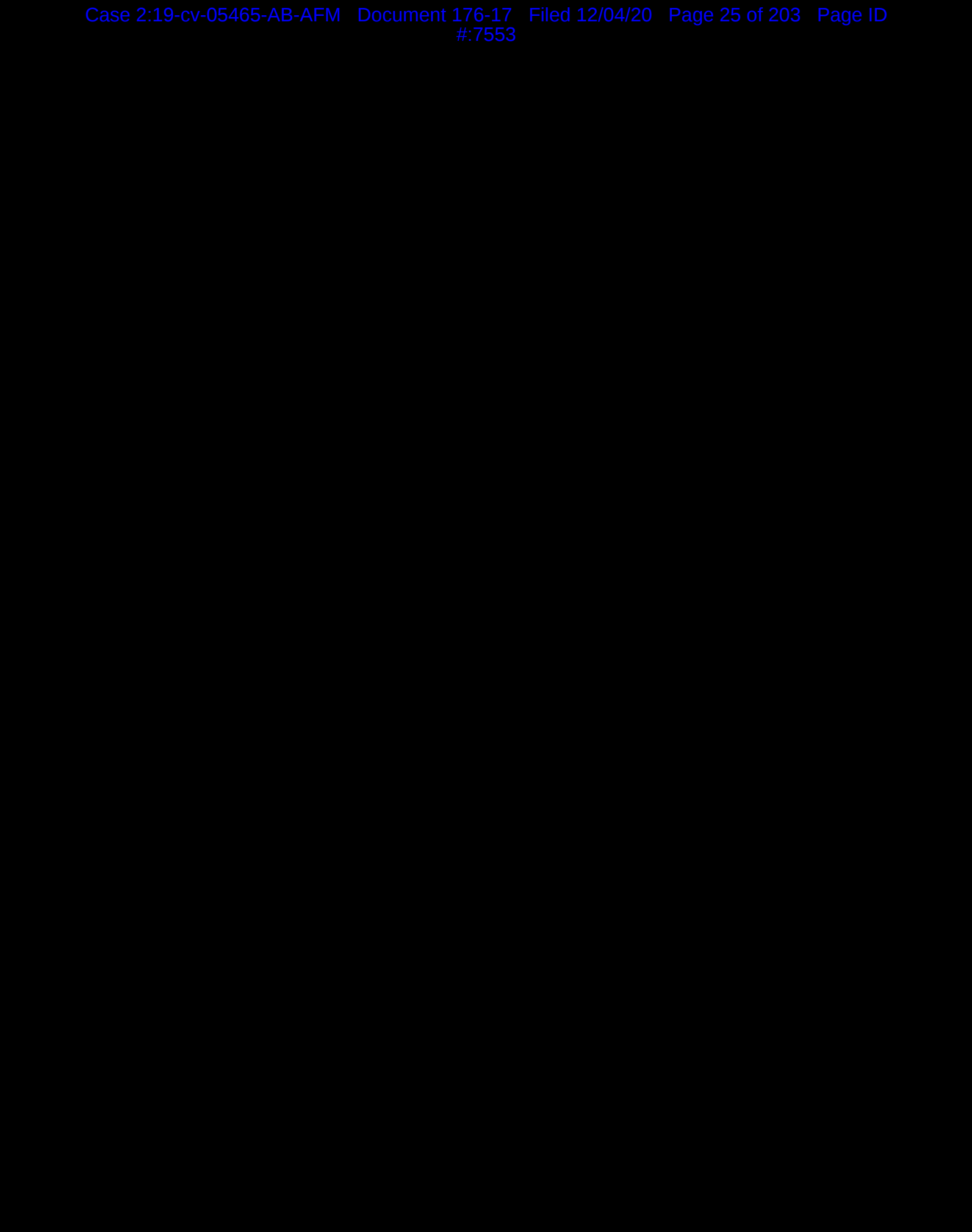




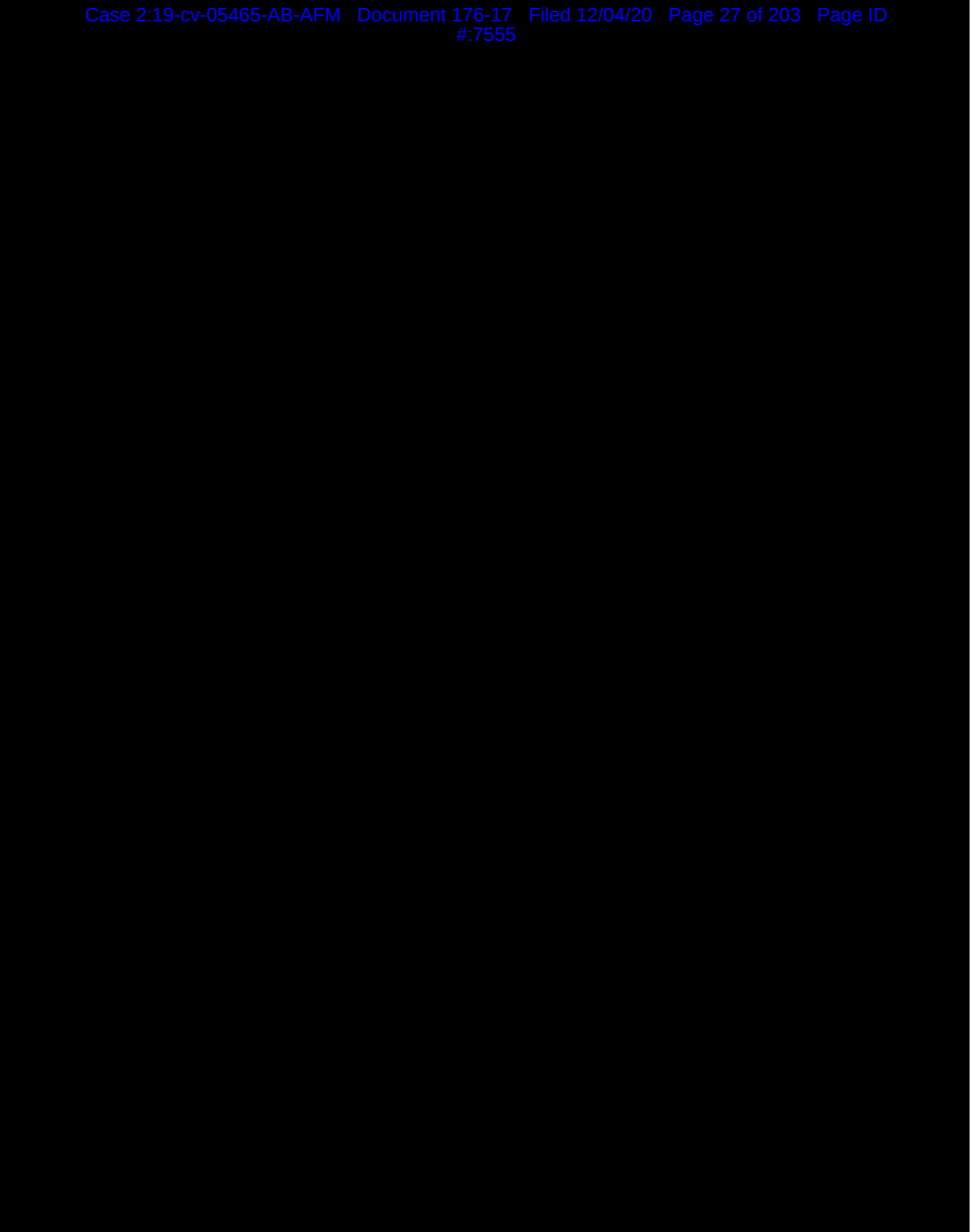






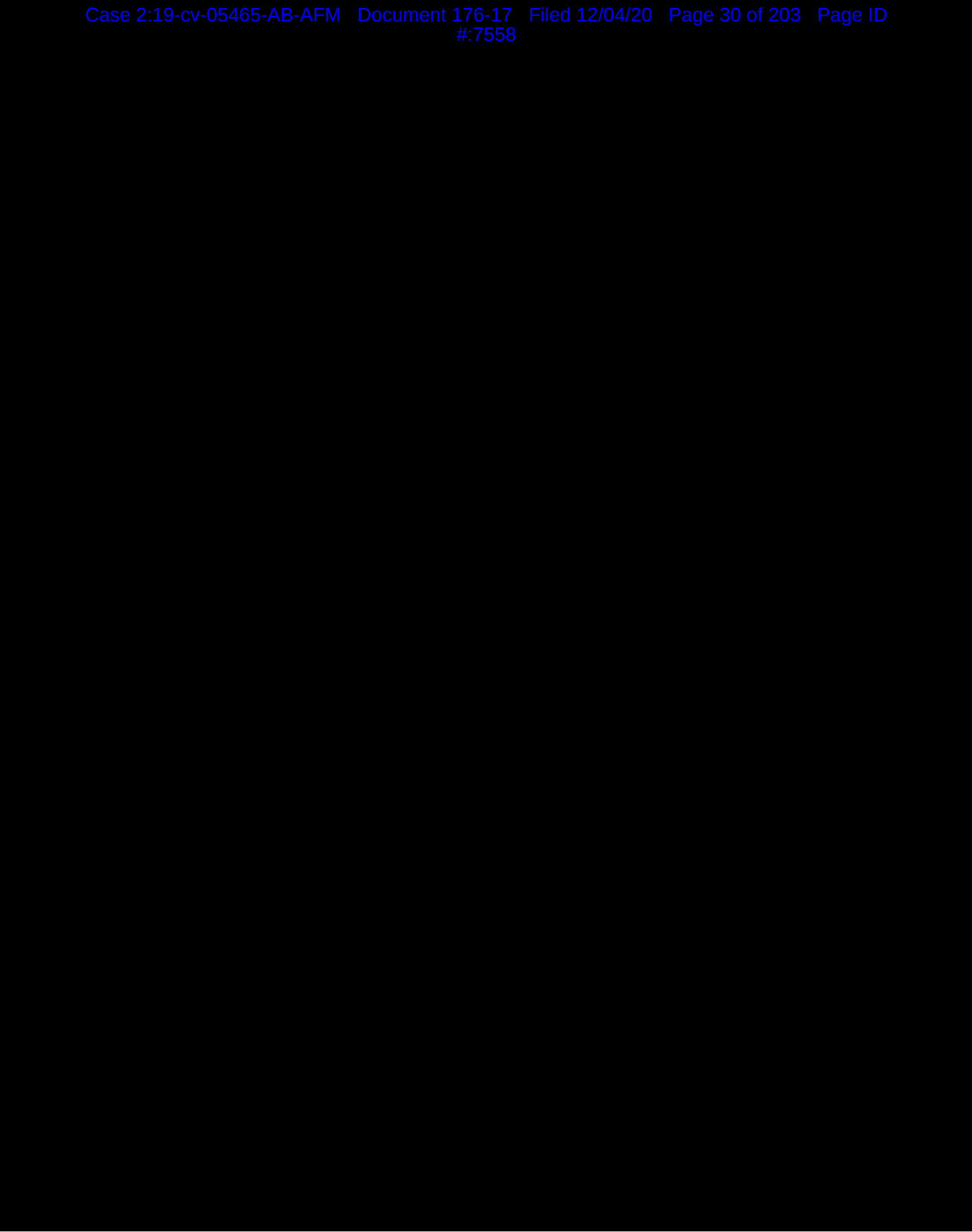










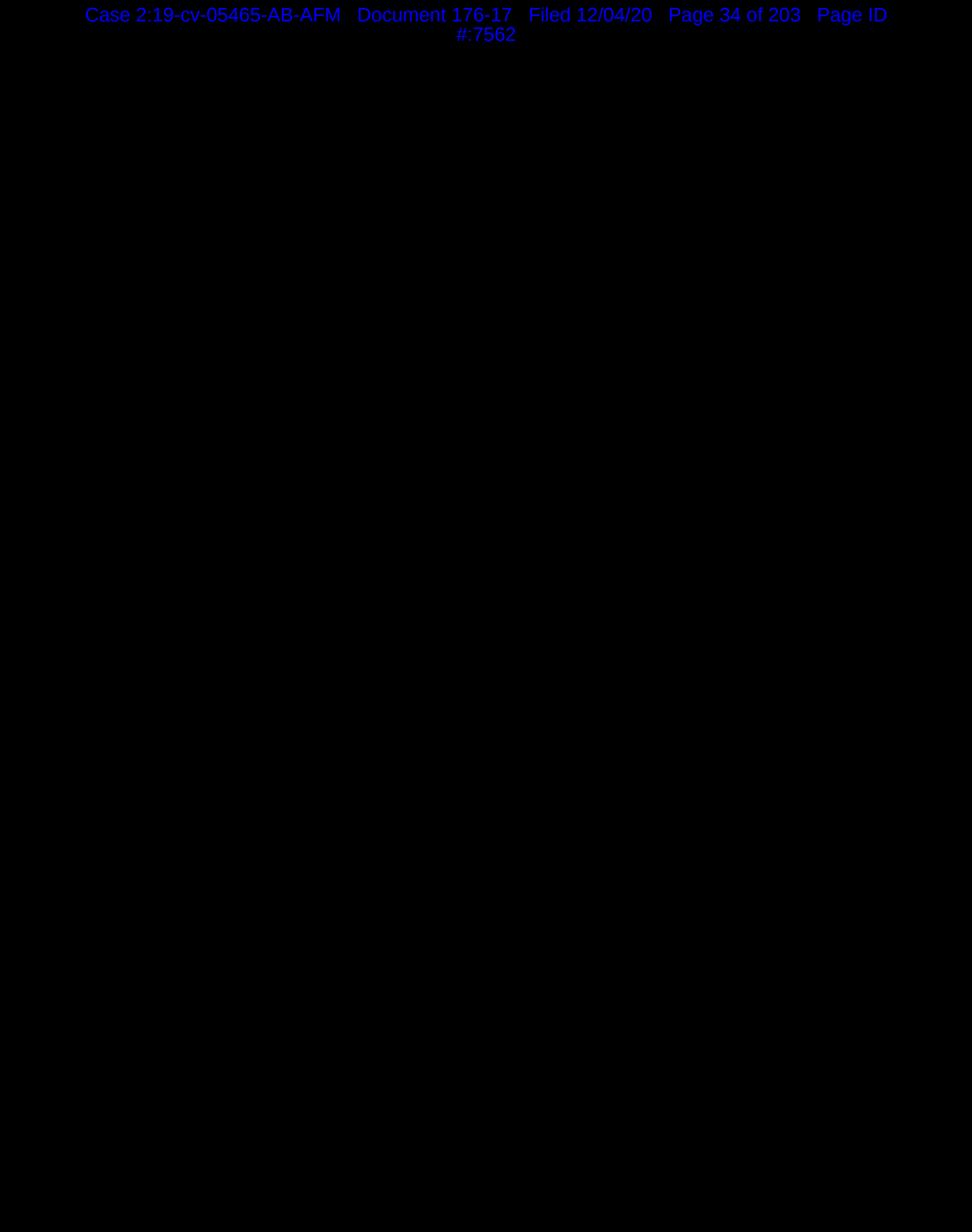












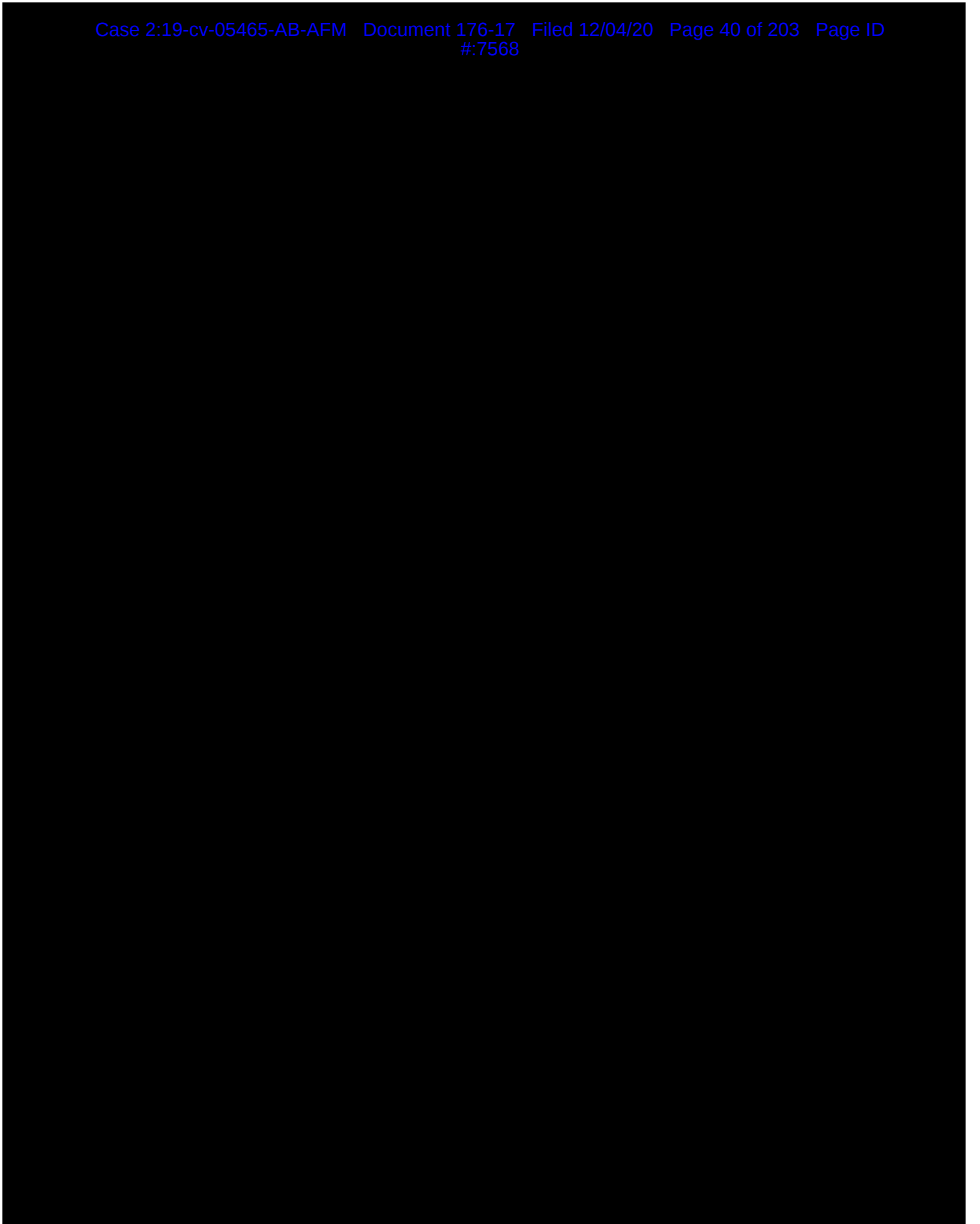








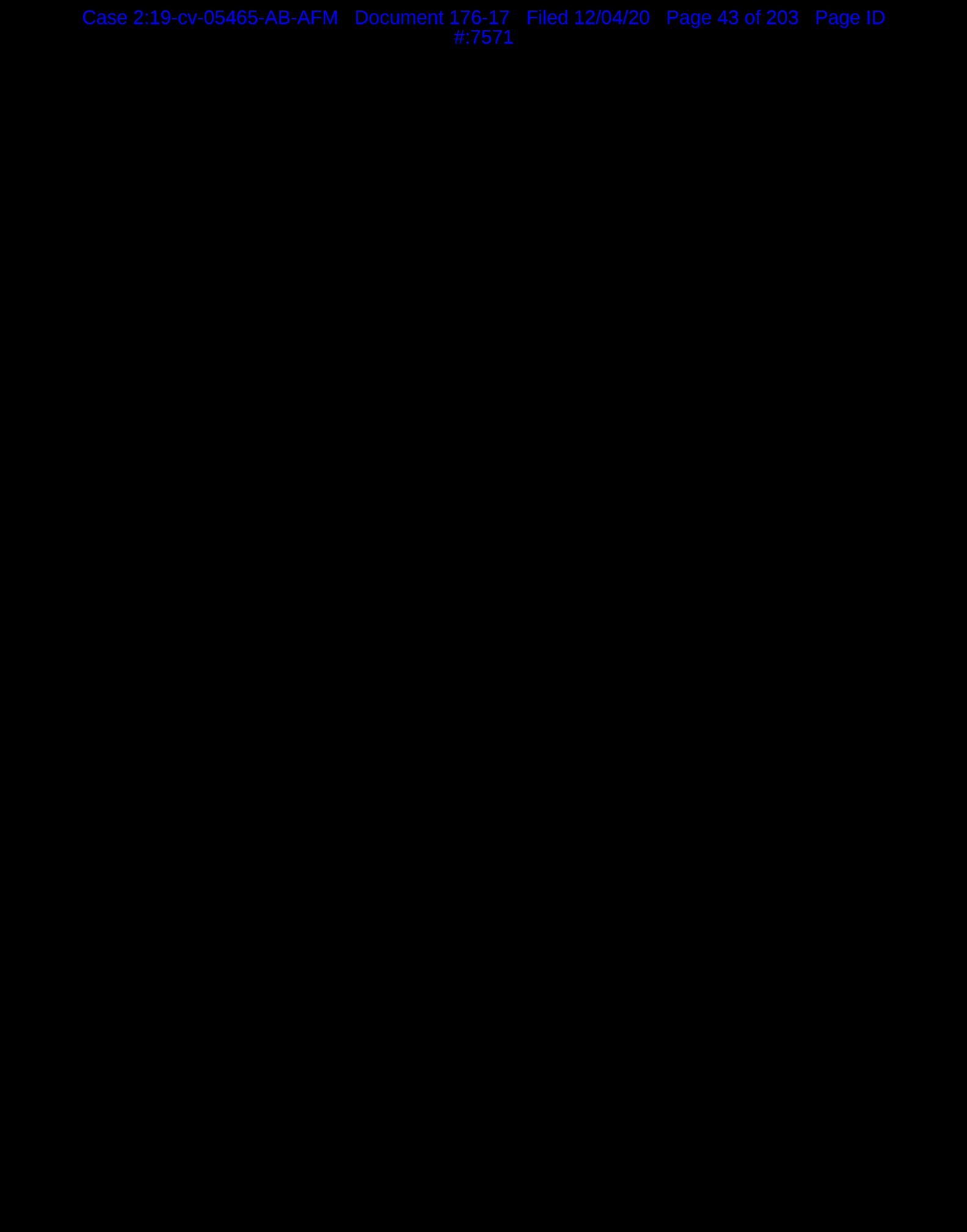
















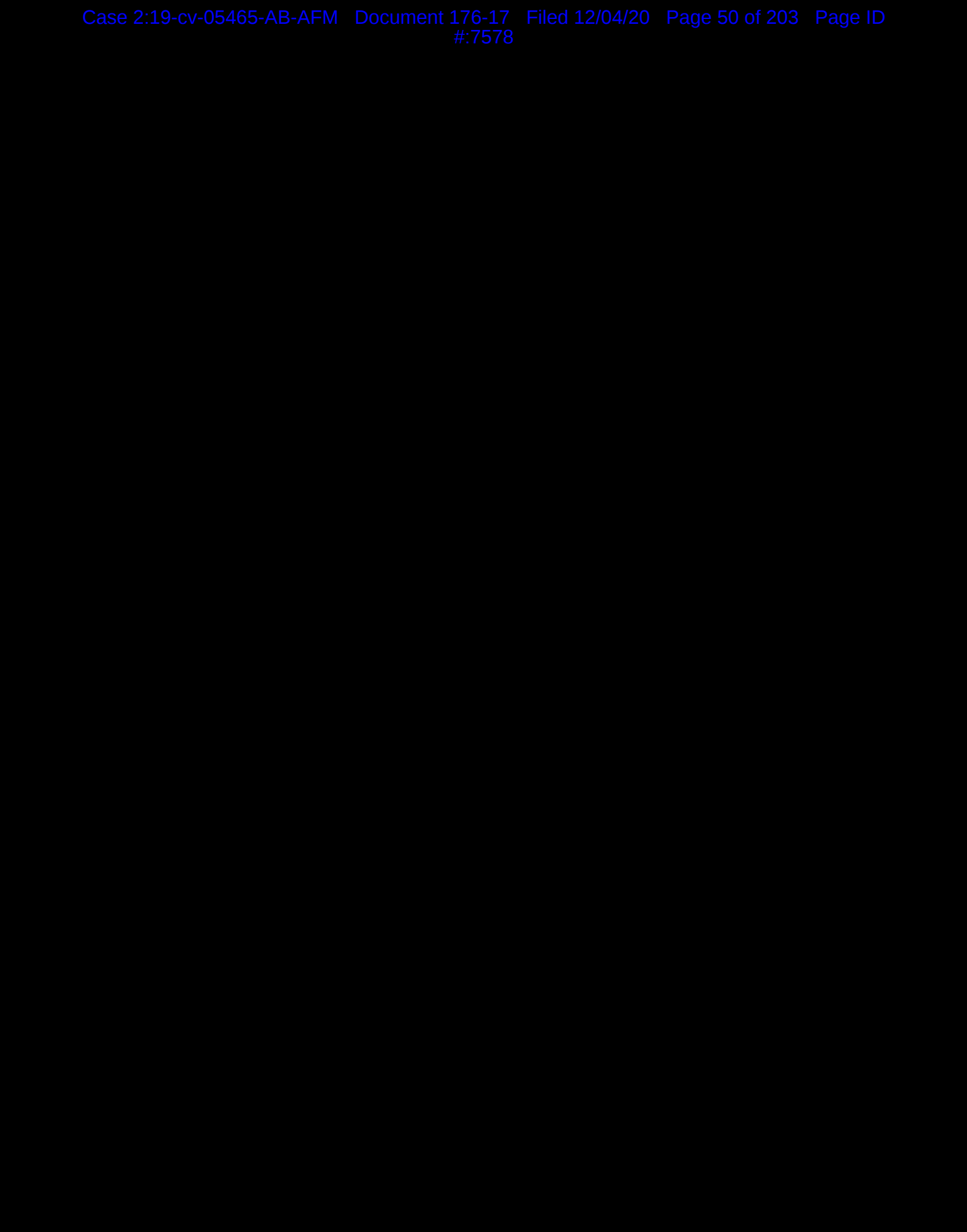


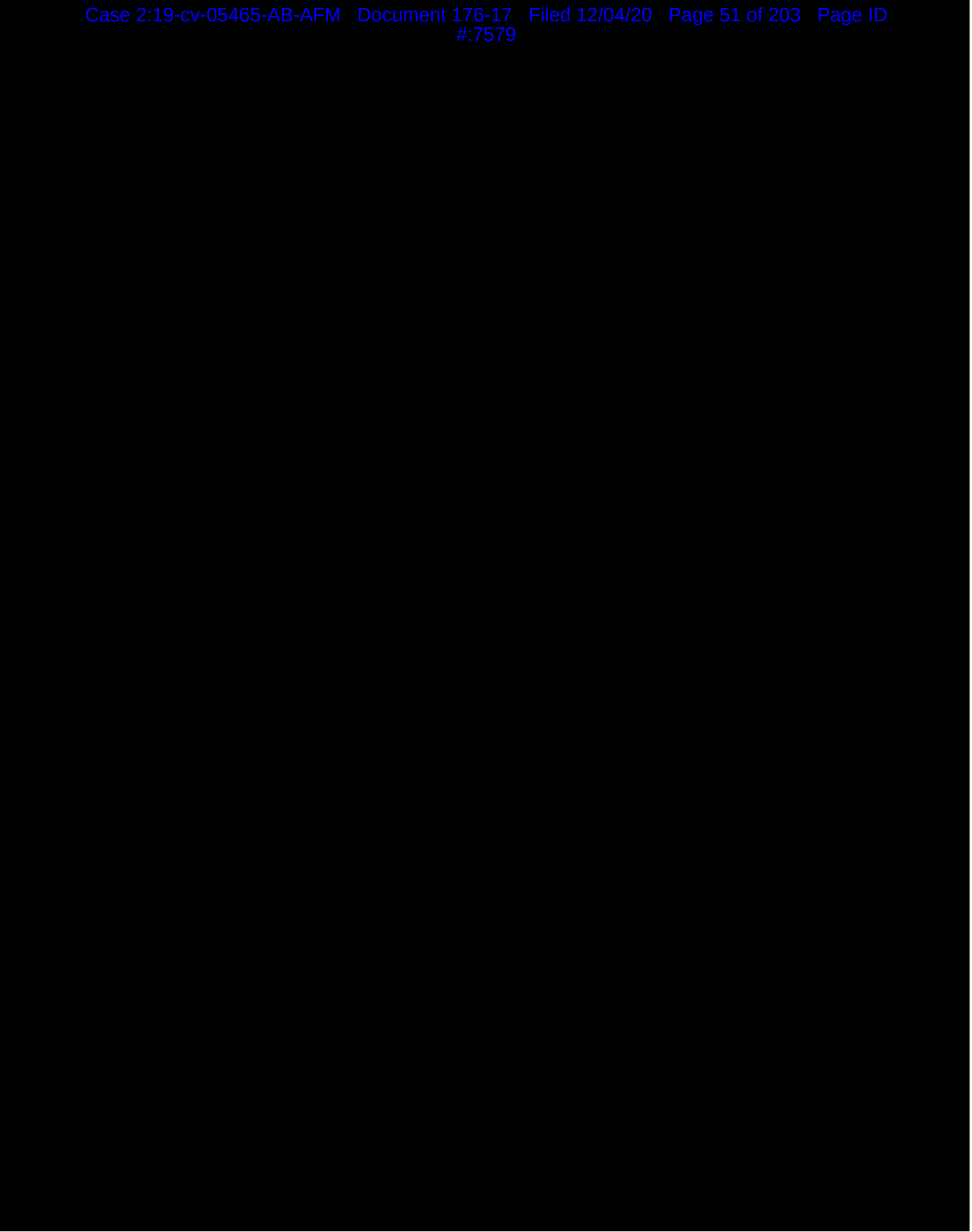


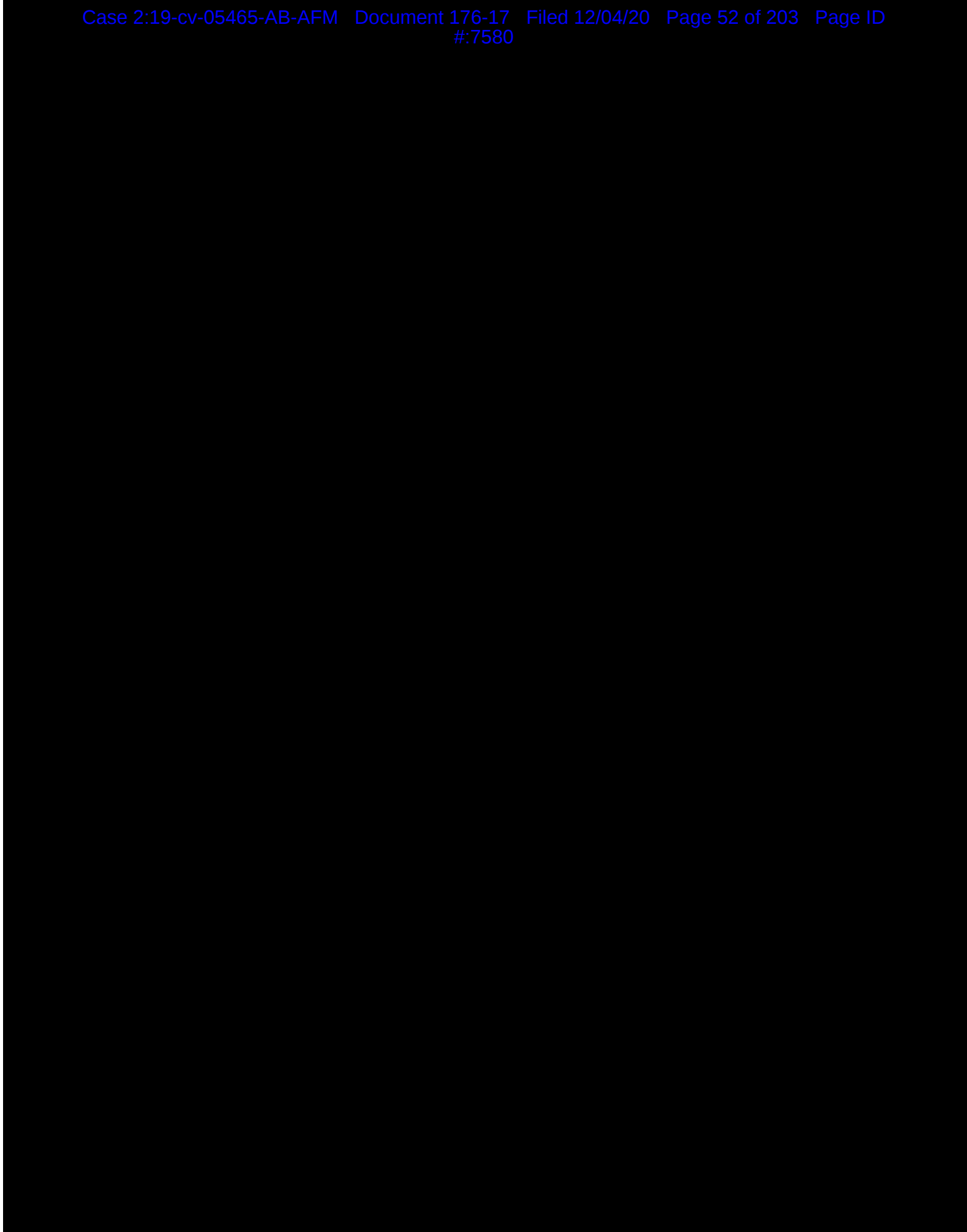


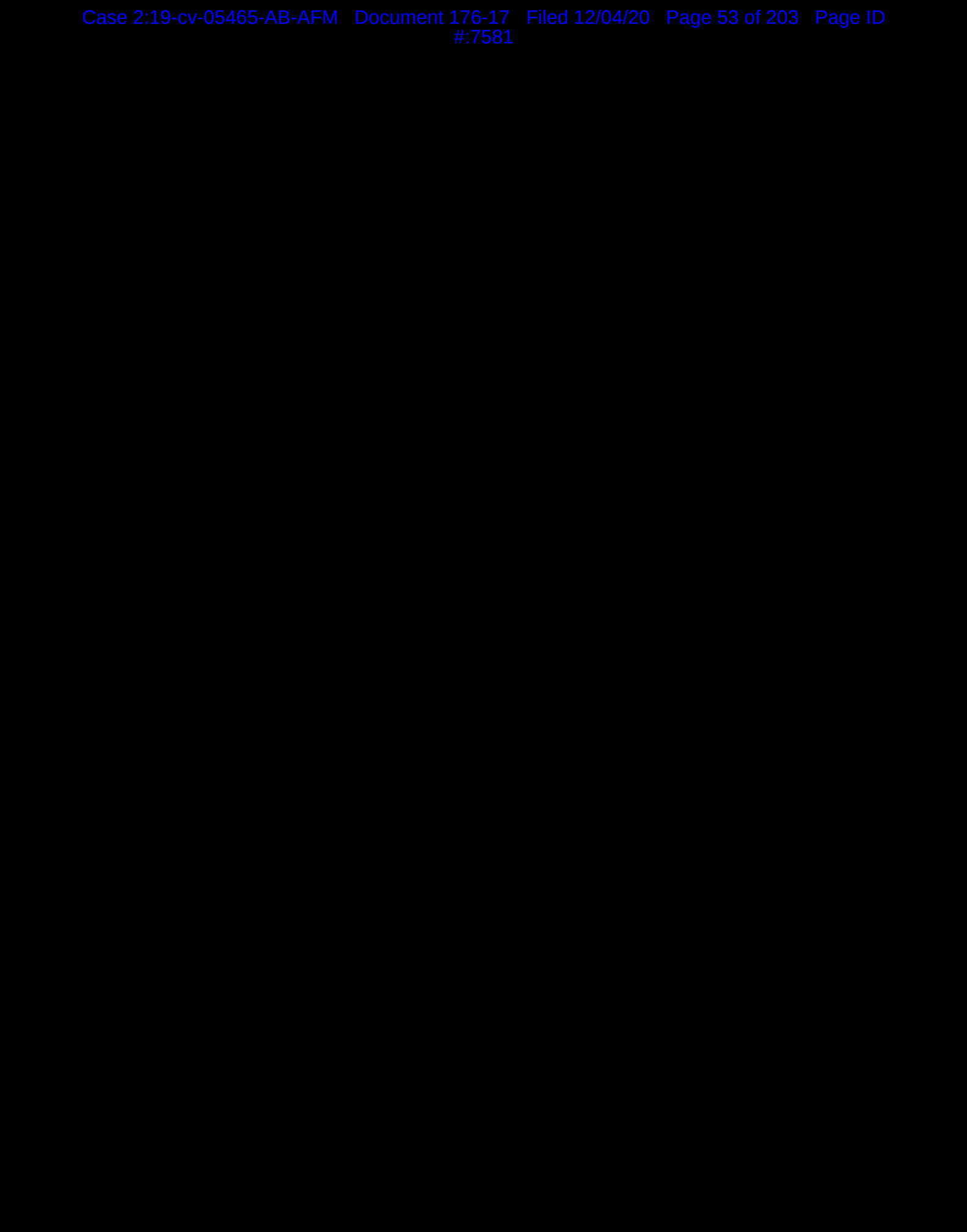


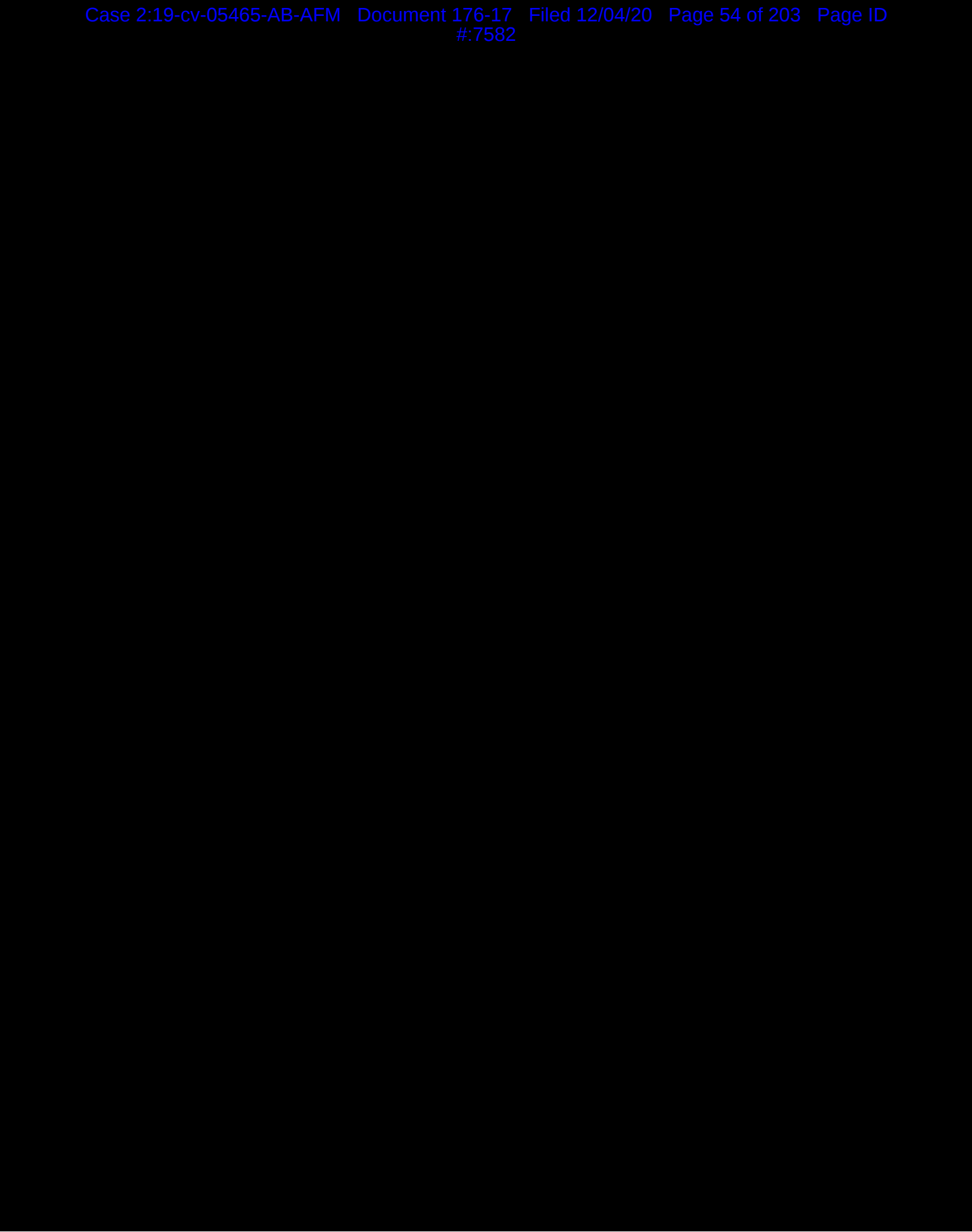




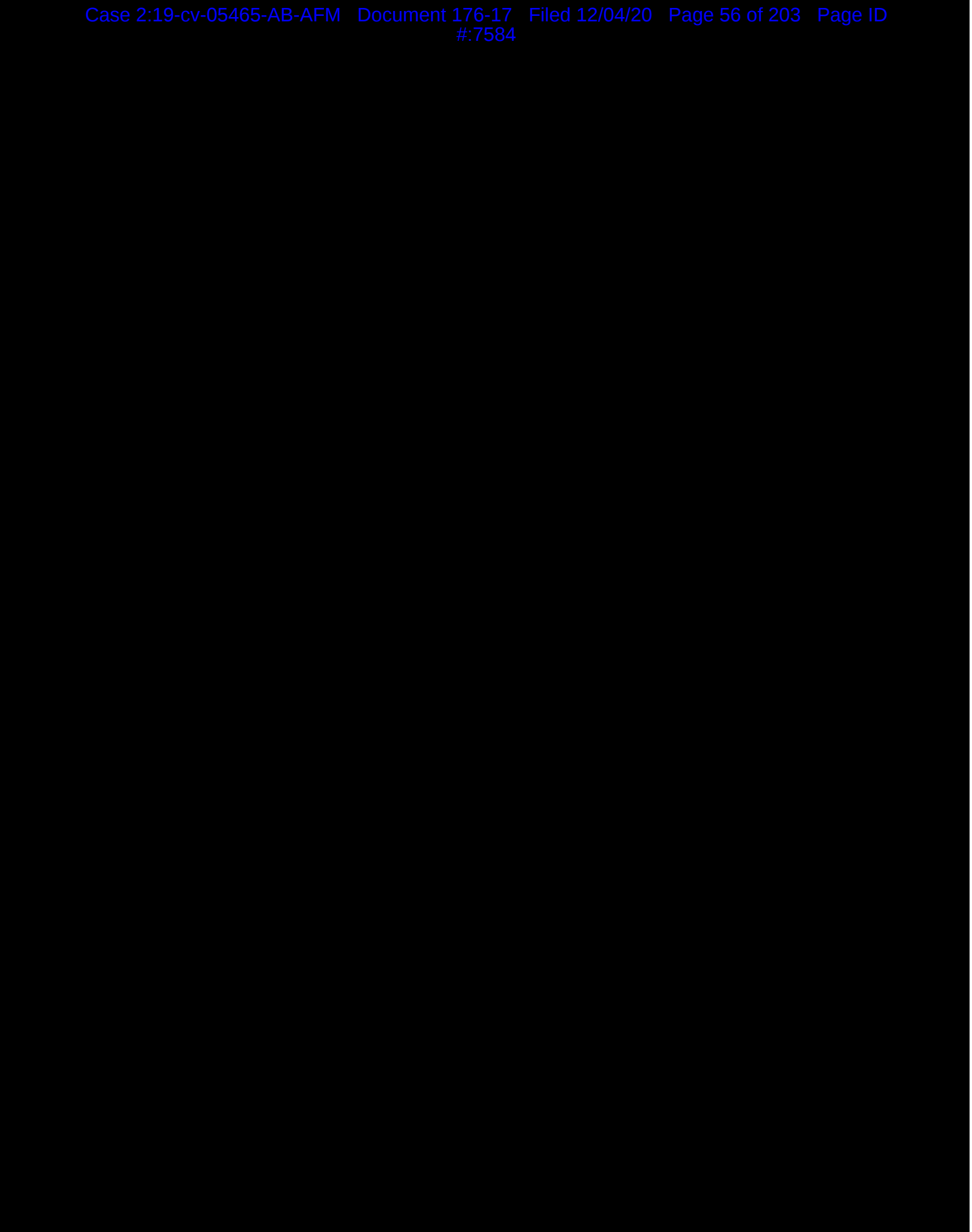




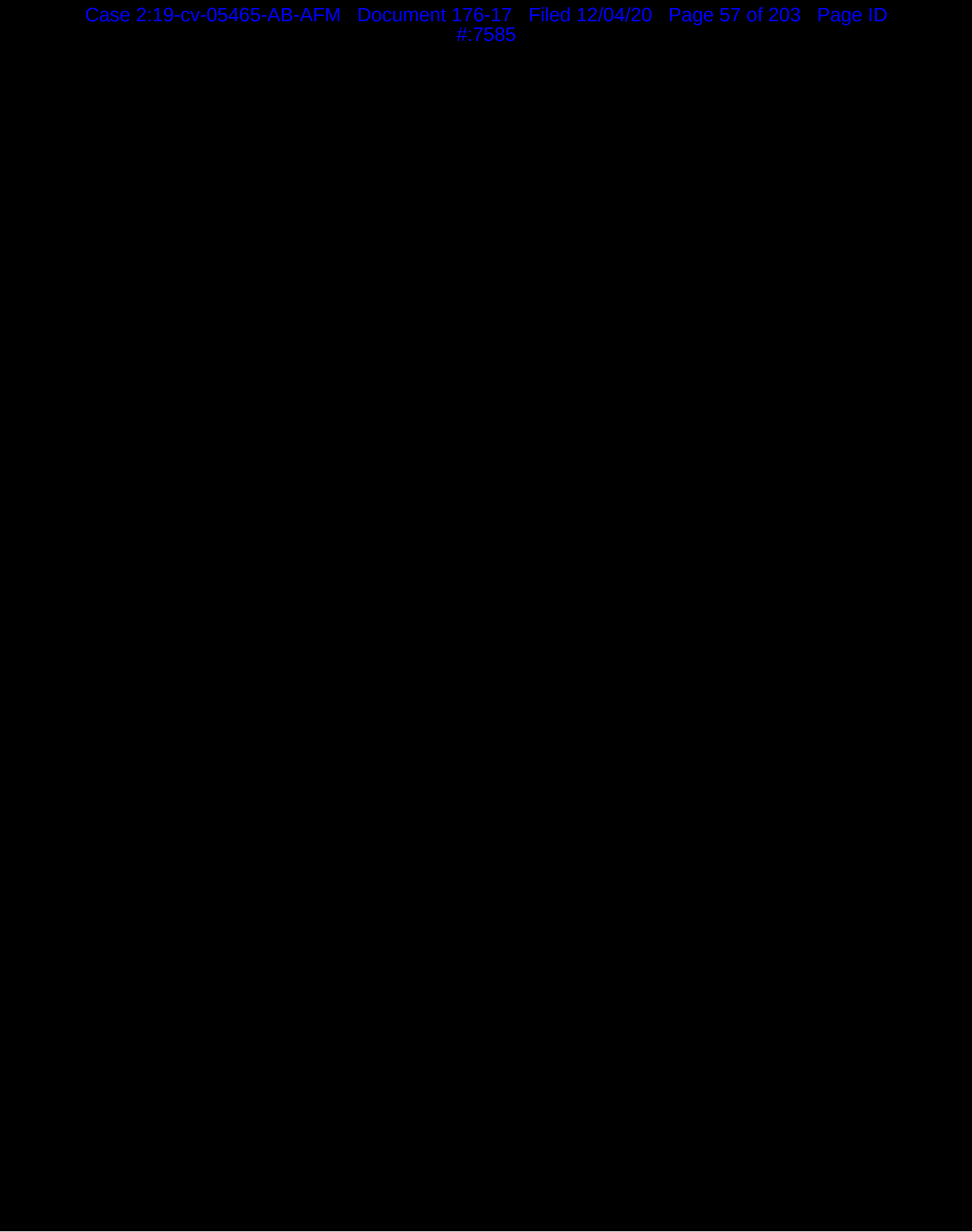


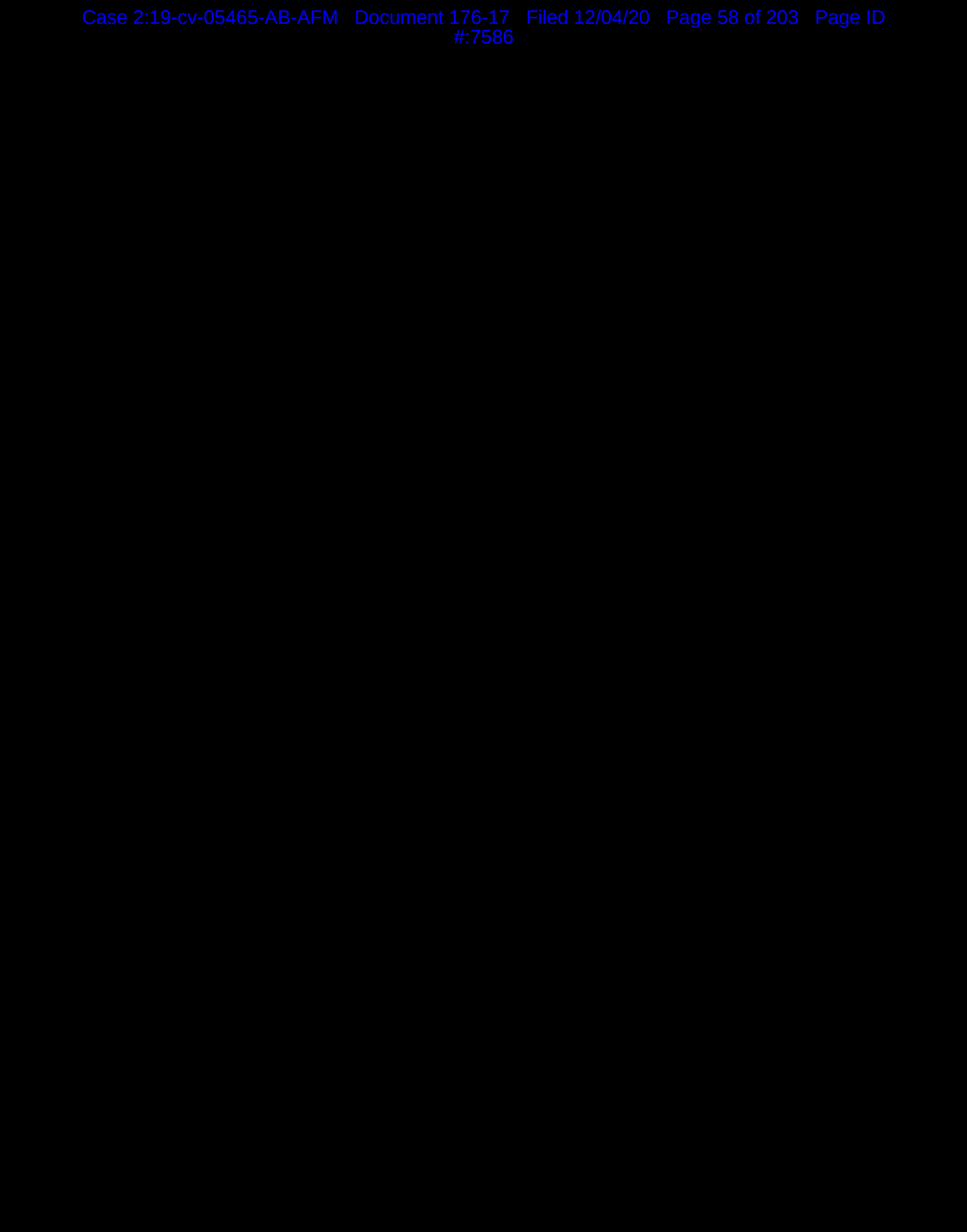






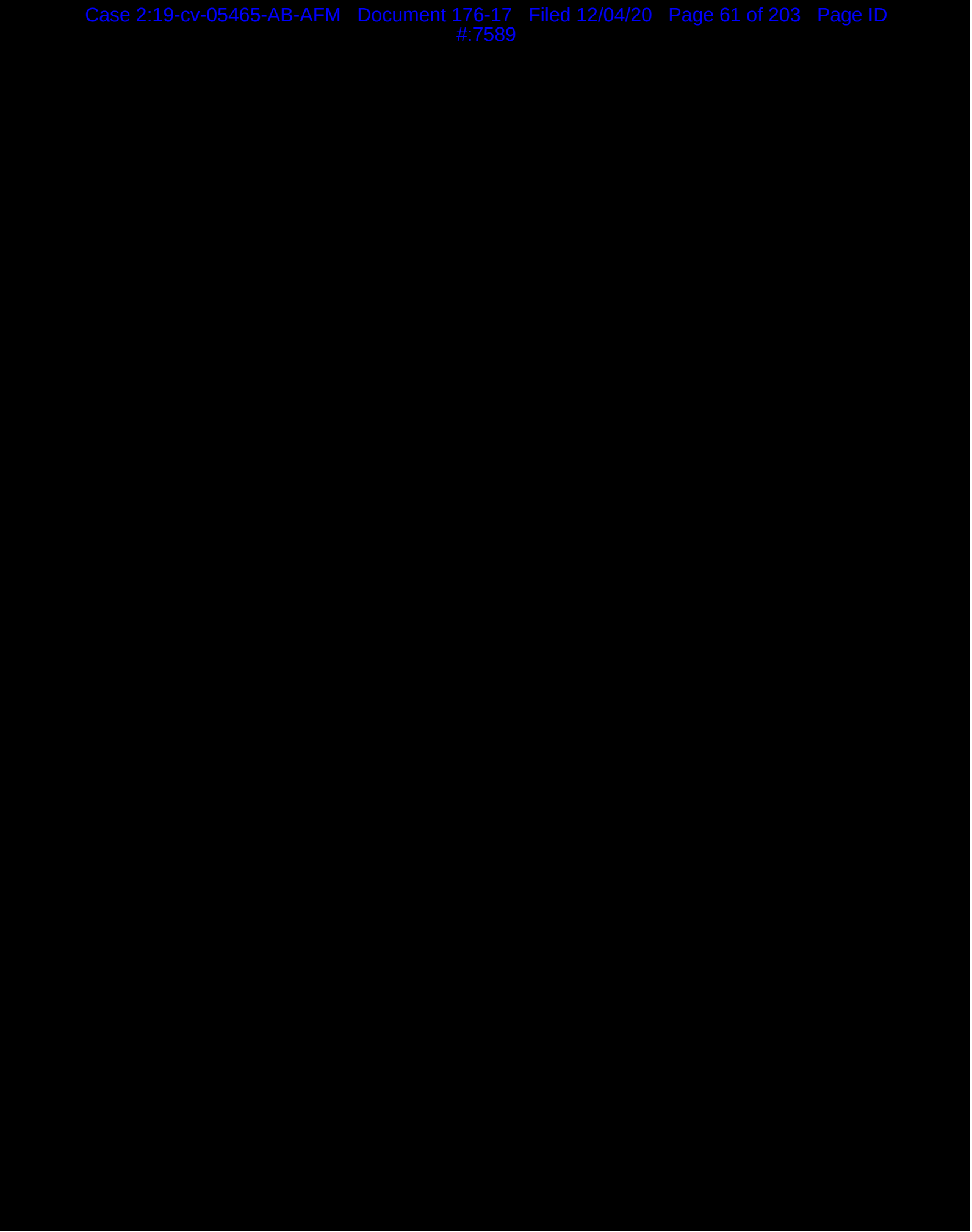




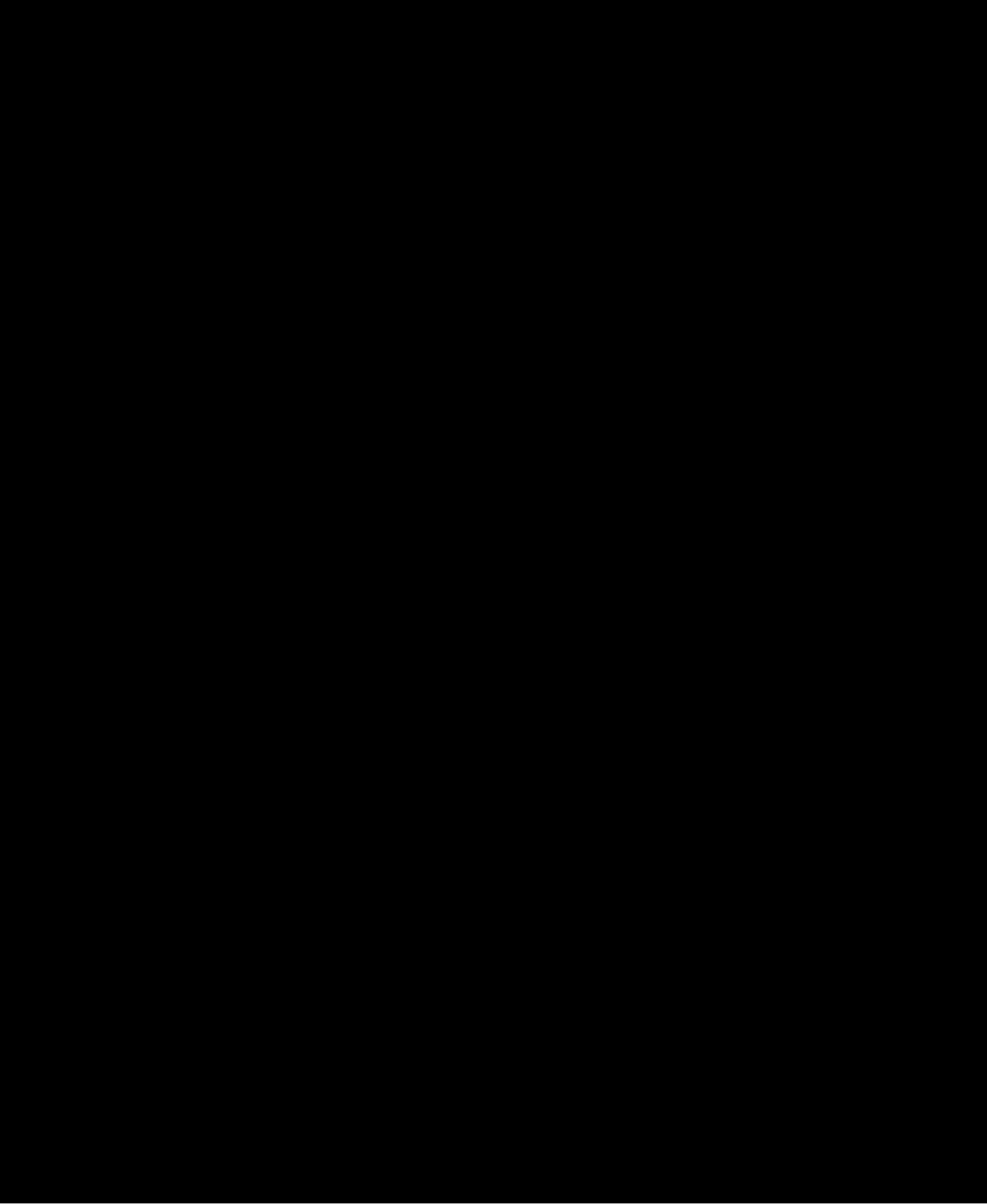














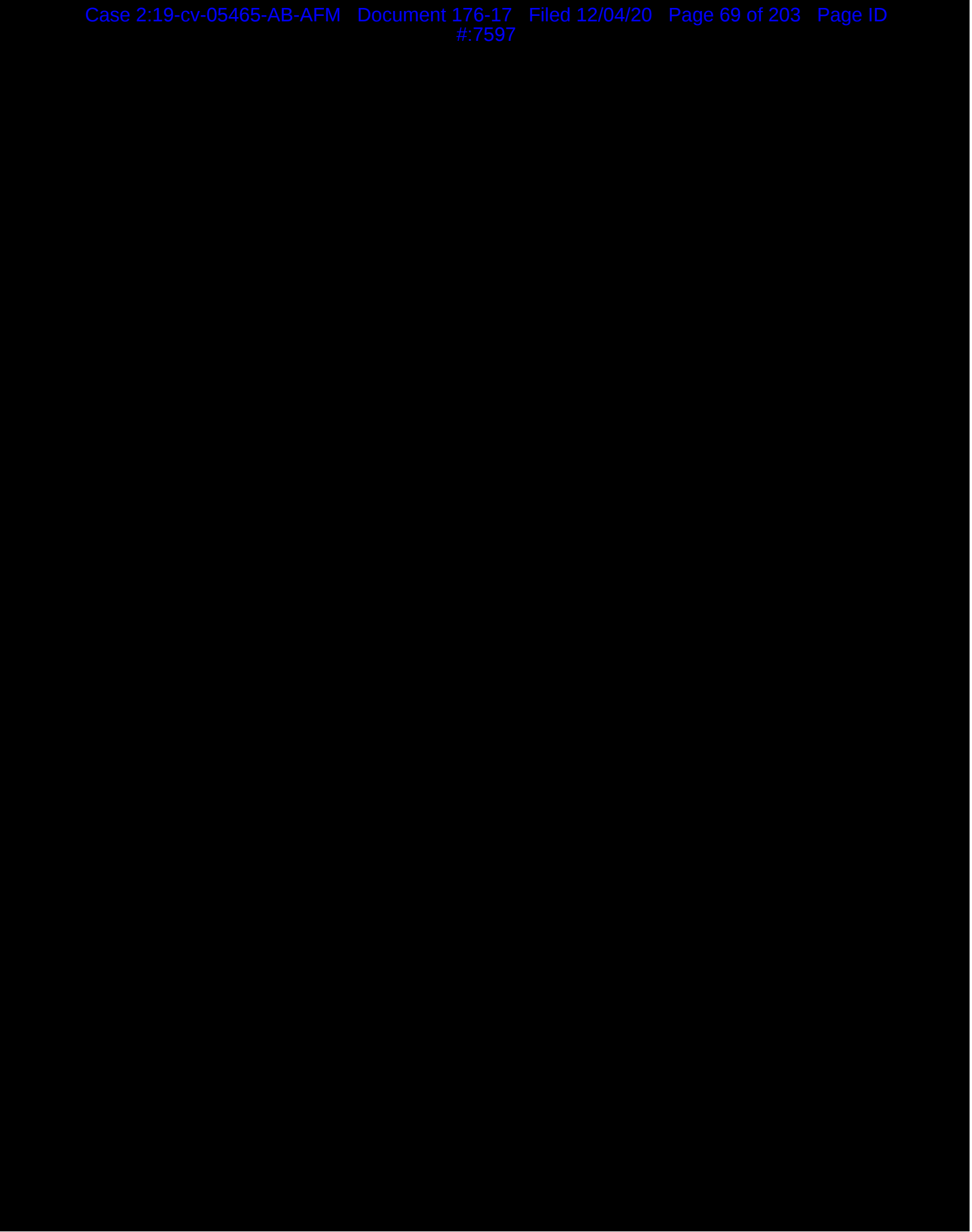


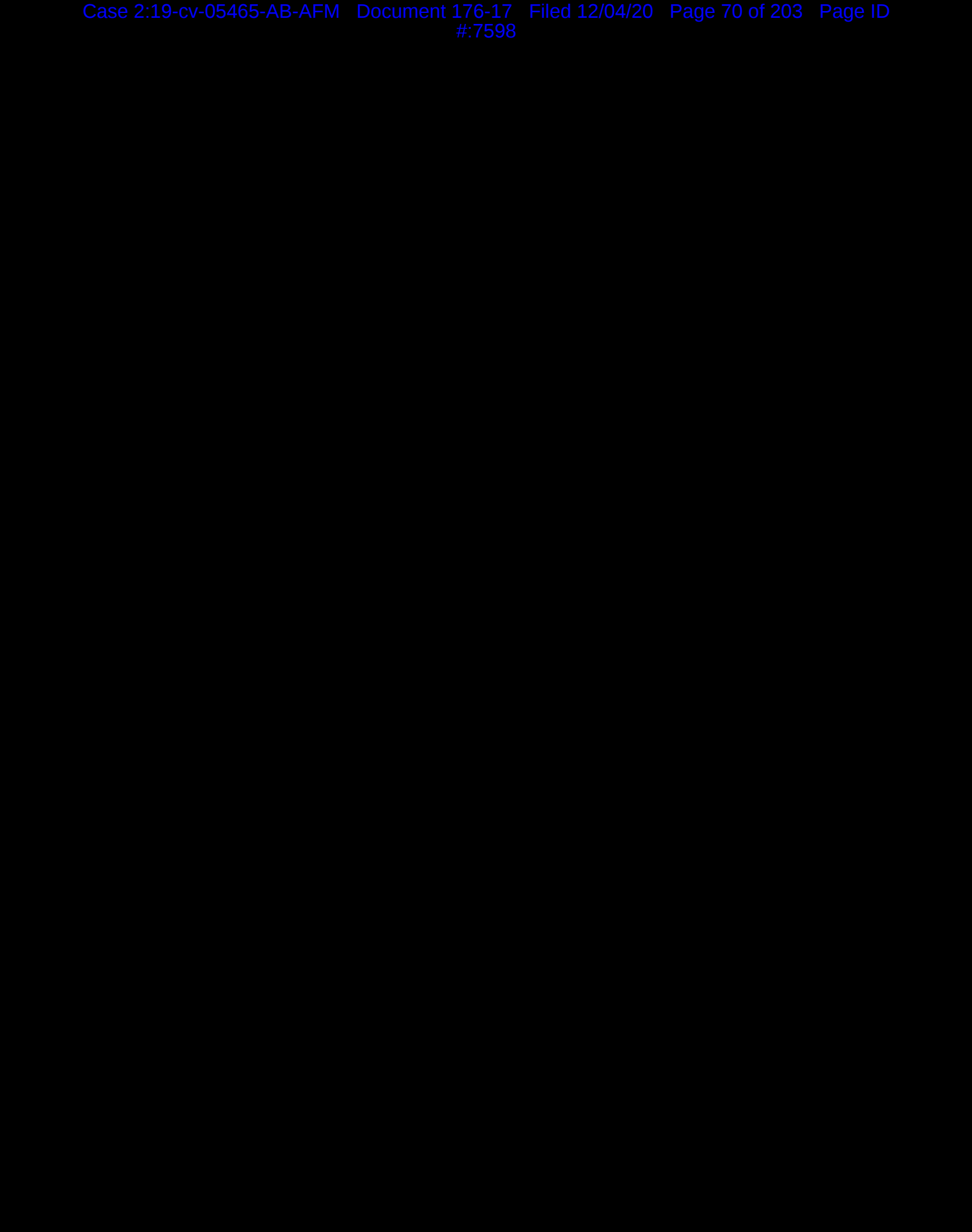










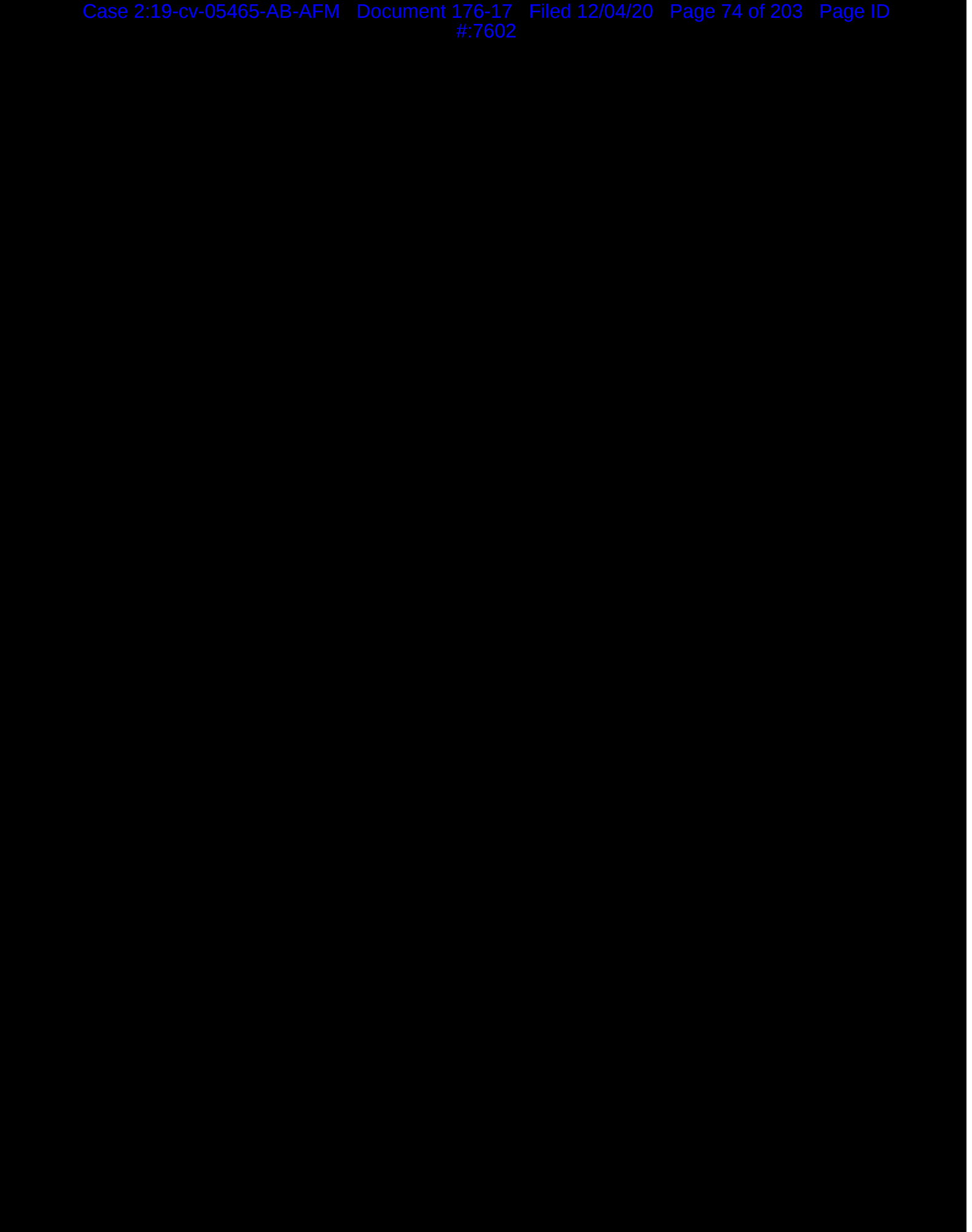




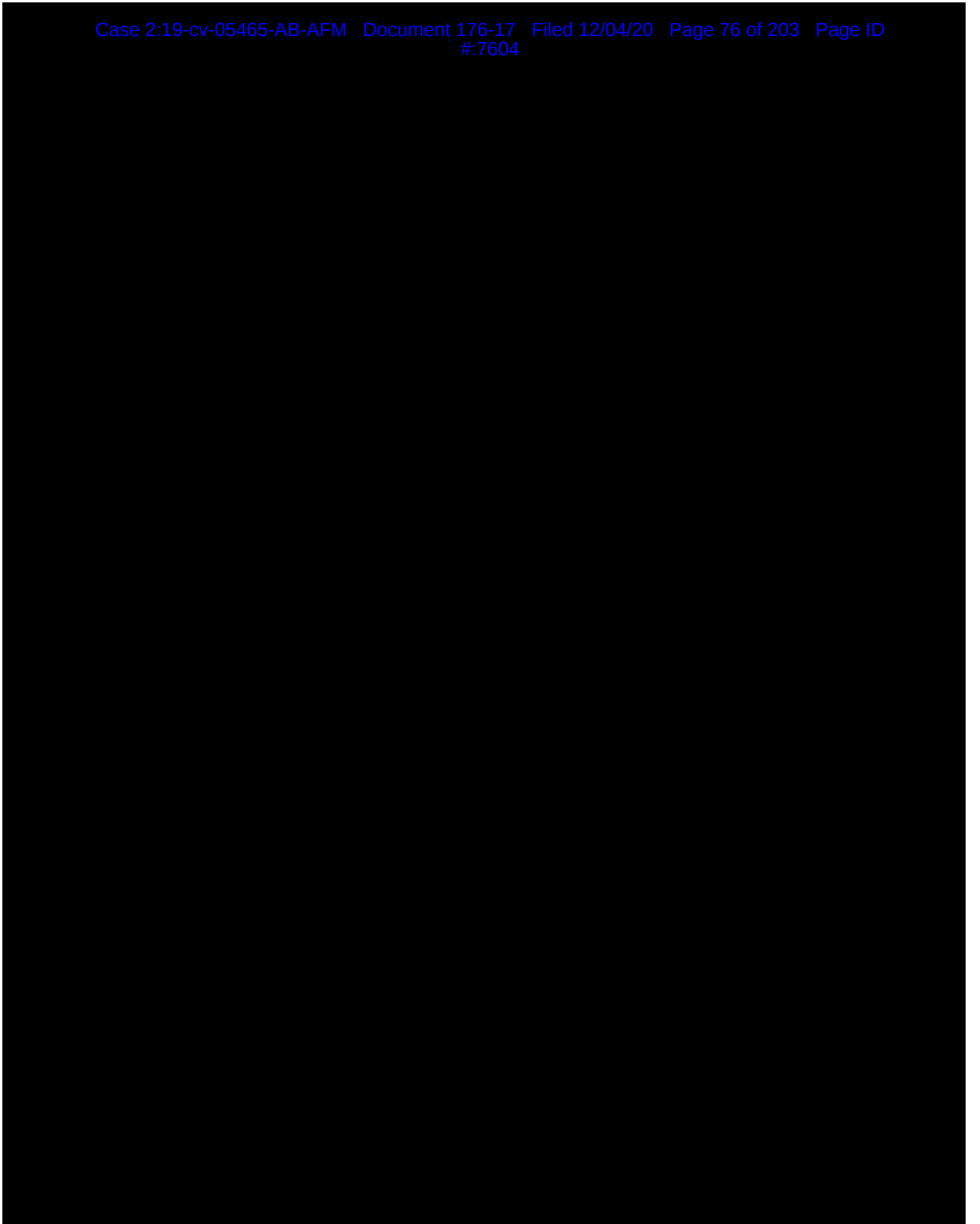


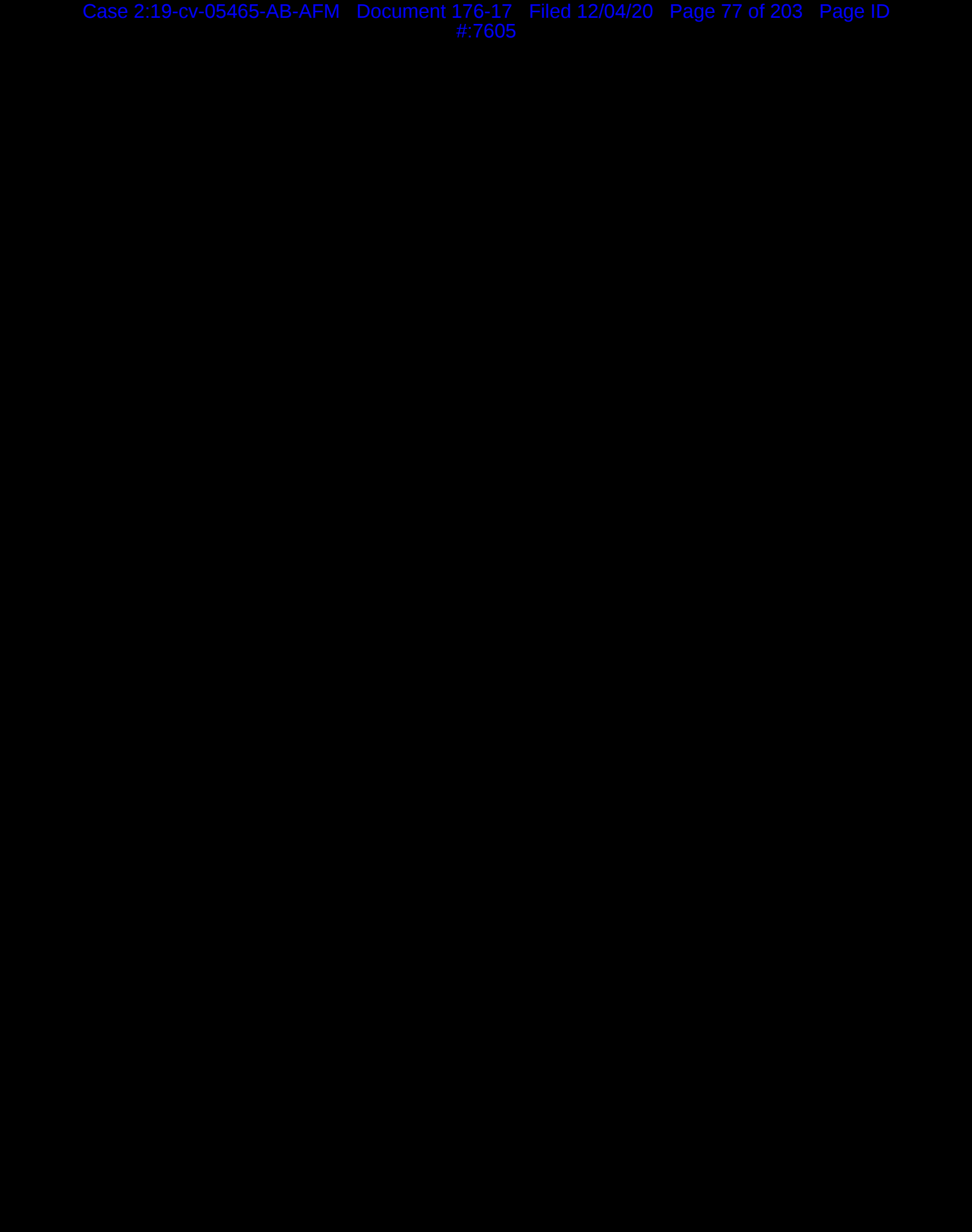


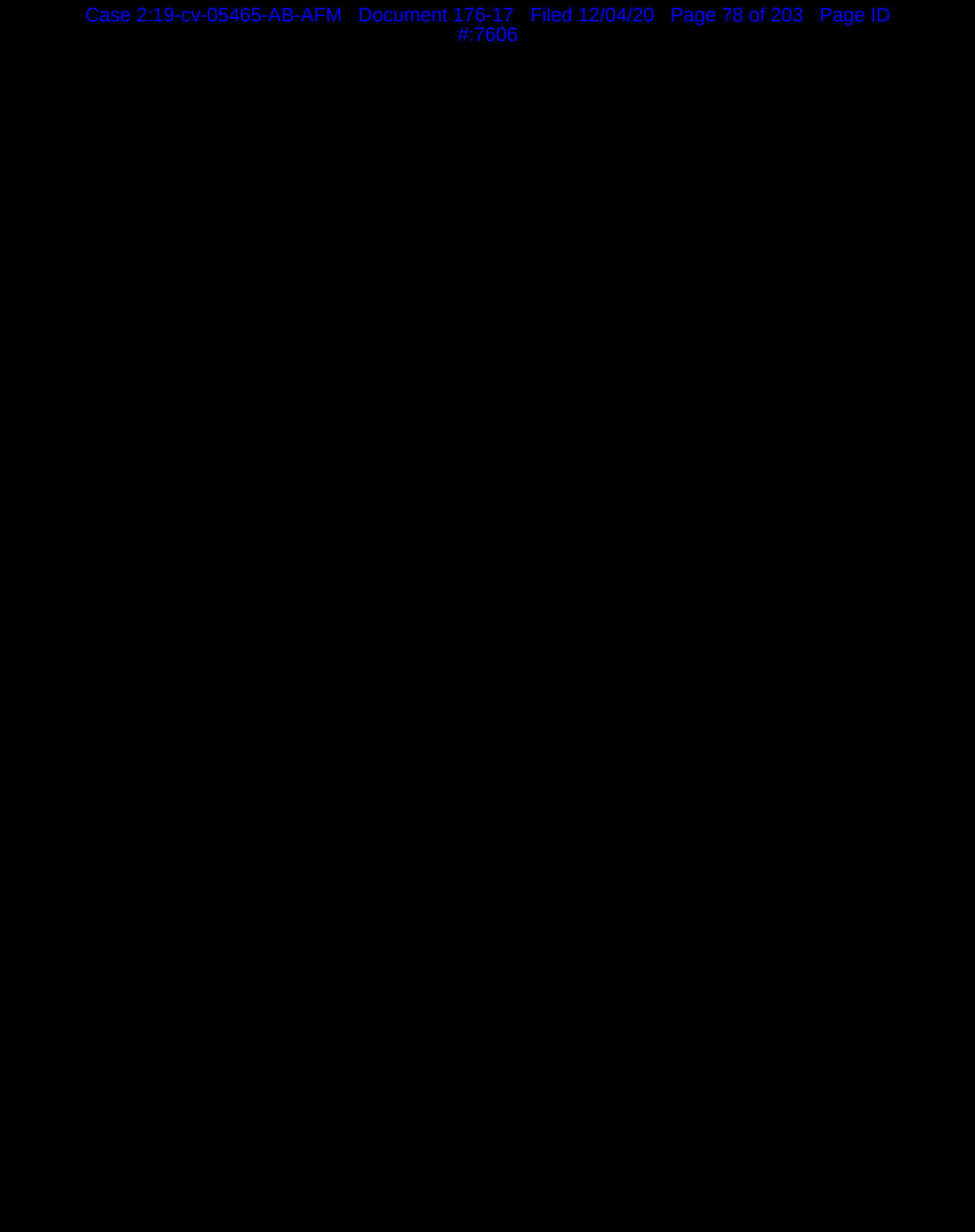


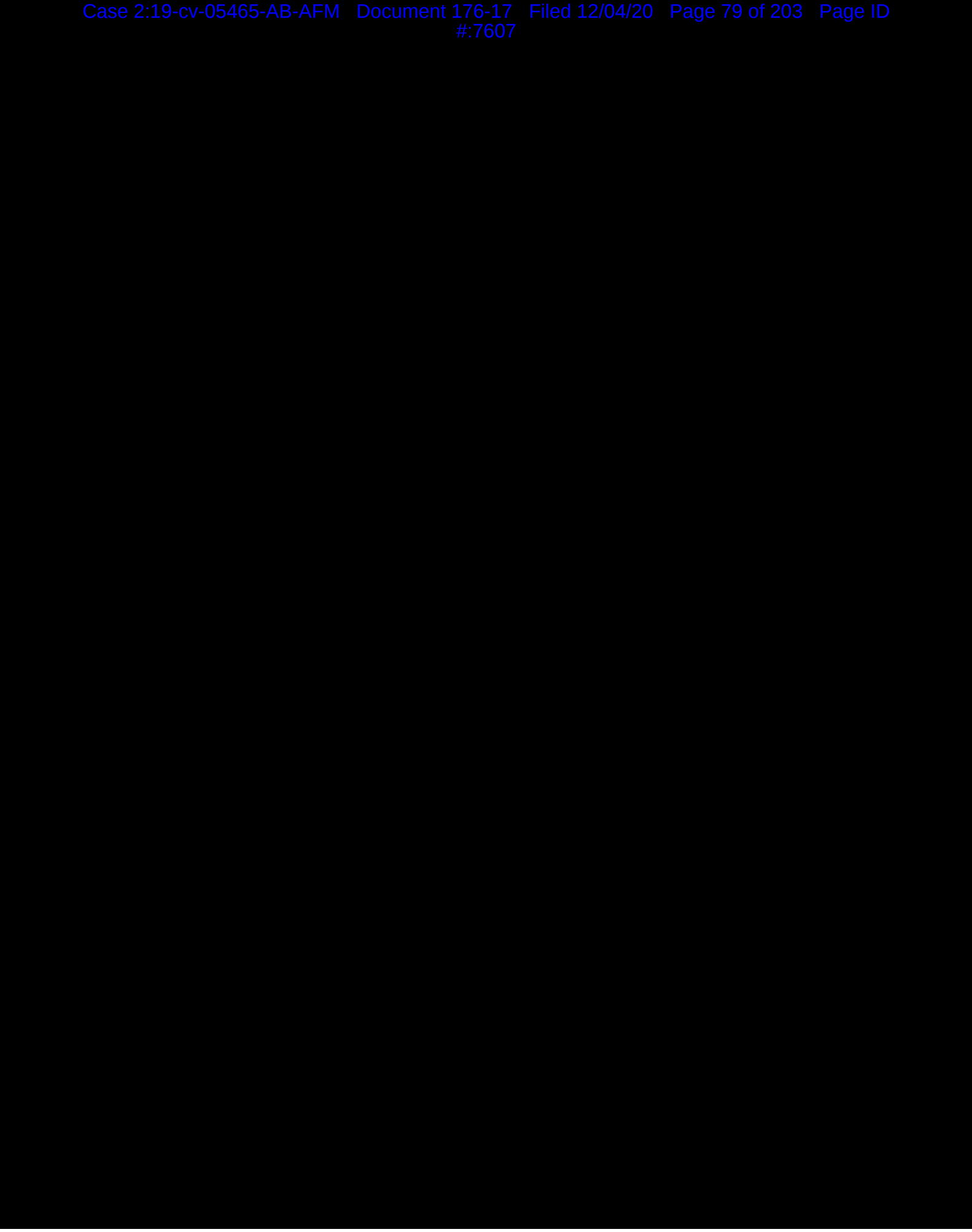


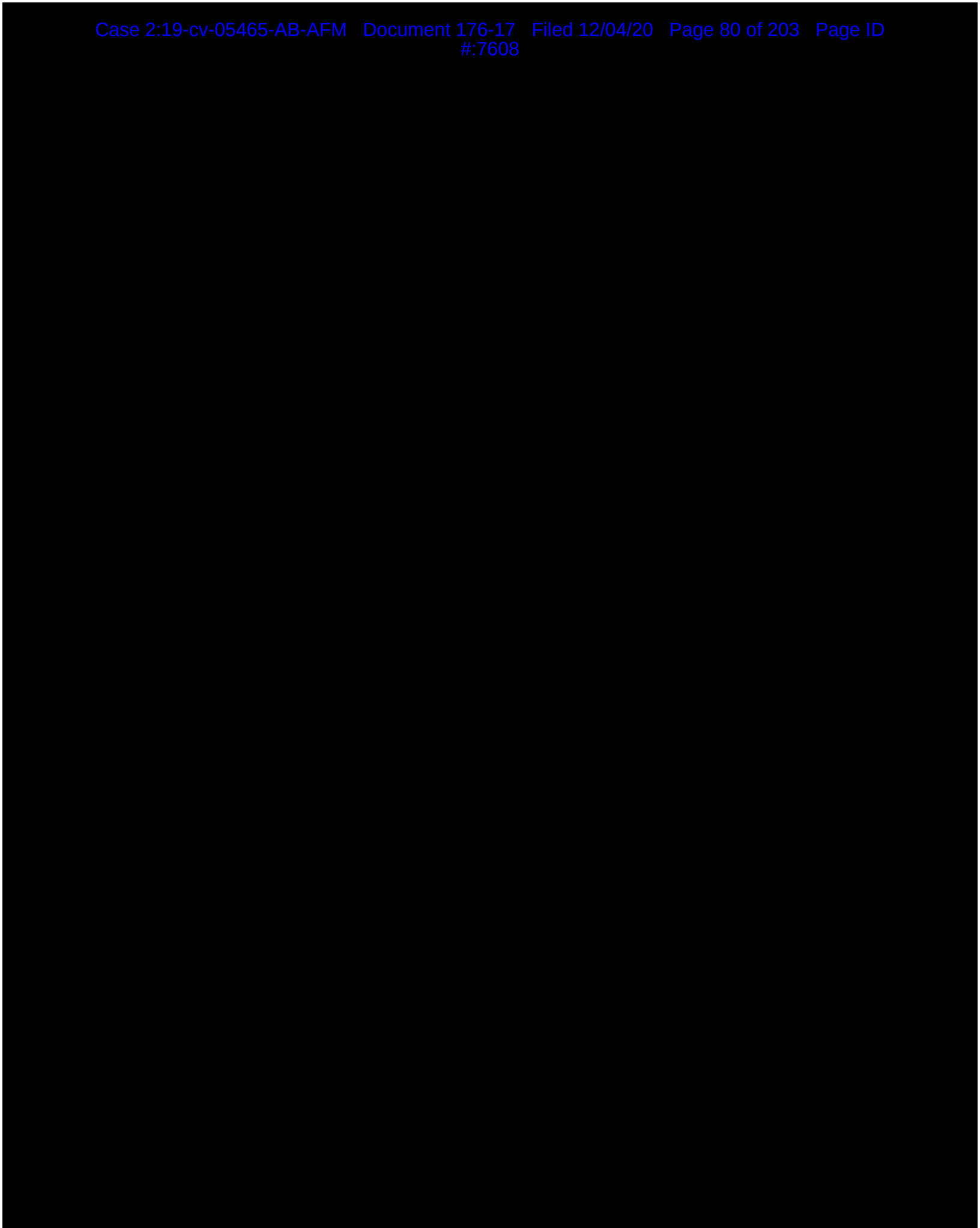














# EXHIBIT C

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*





# EXHIBIT D

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*





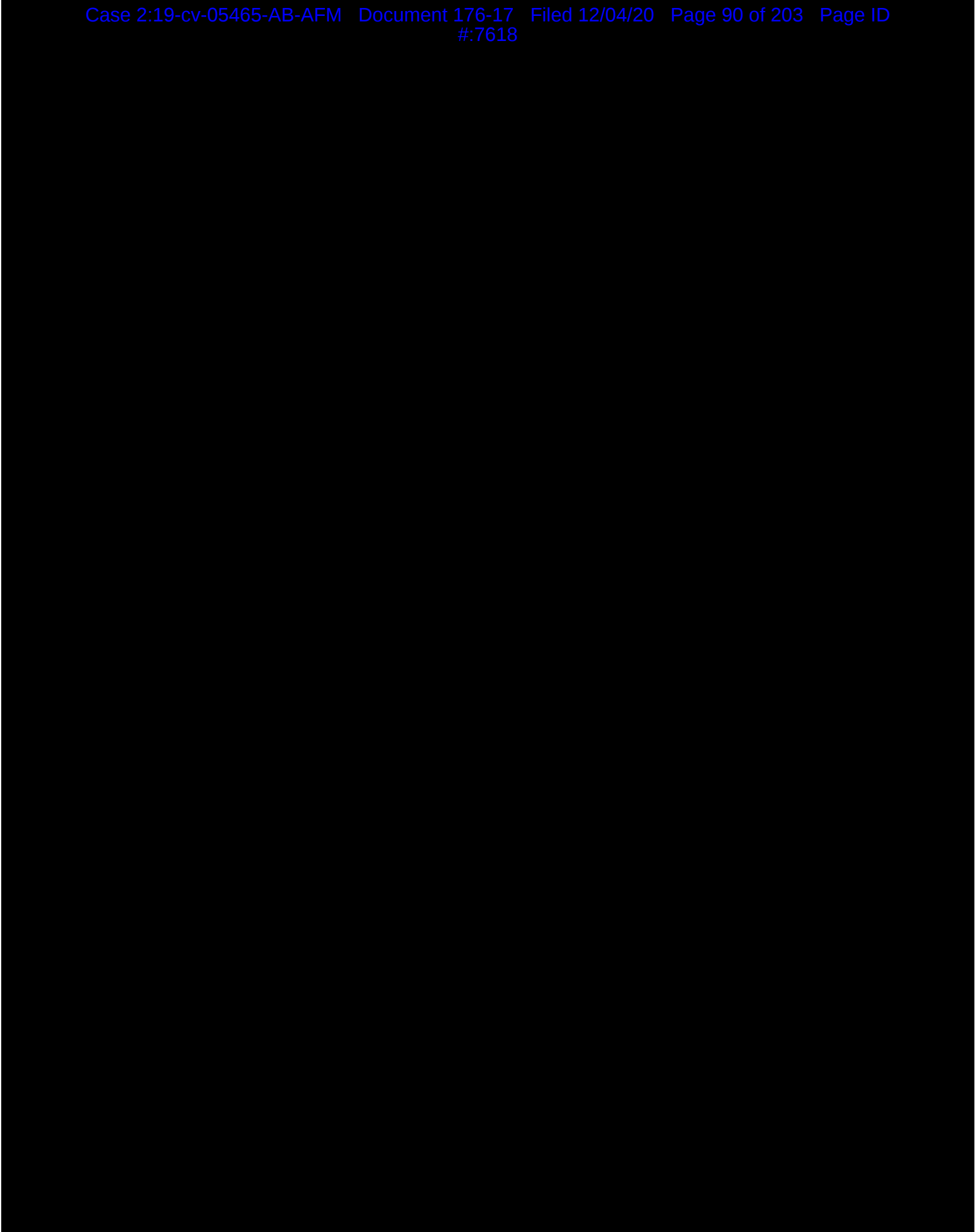






# EXHIBIT E

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*



# **EXHIBIT F**

***REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.***







# EXHIBIT G

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*





# EXHIBIT H

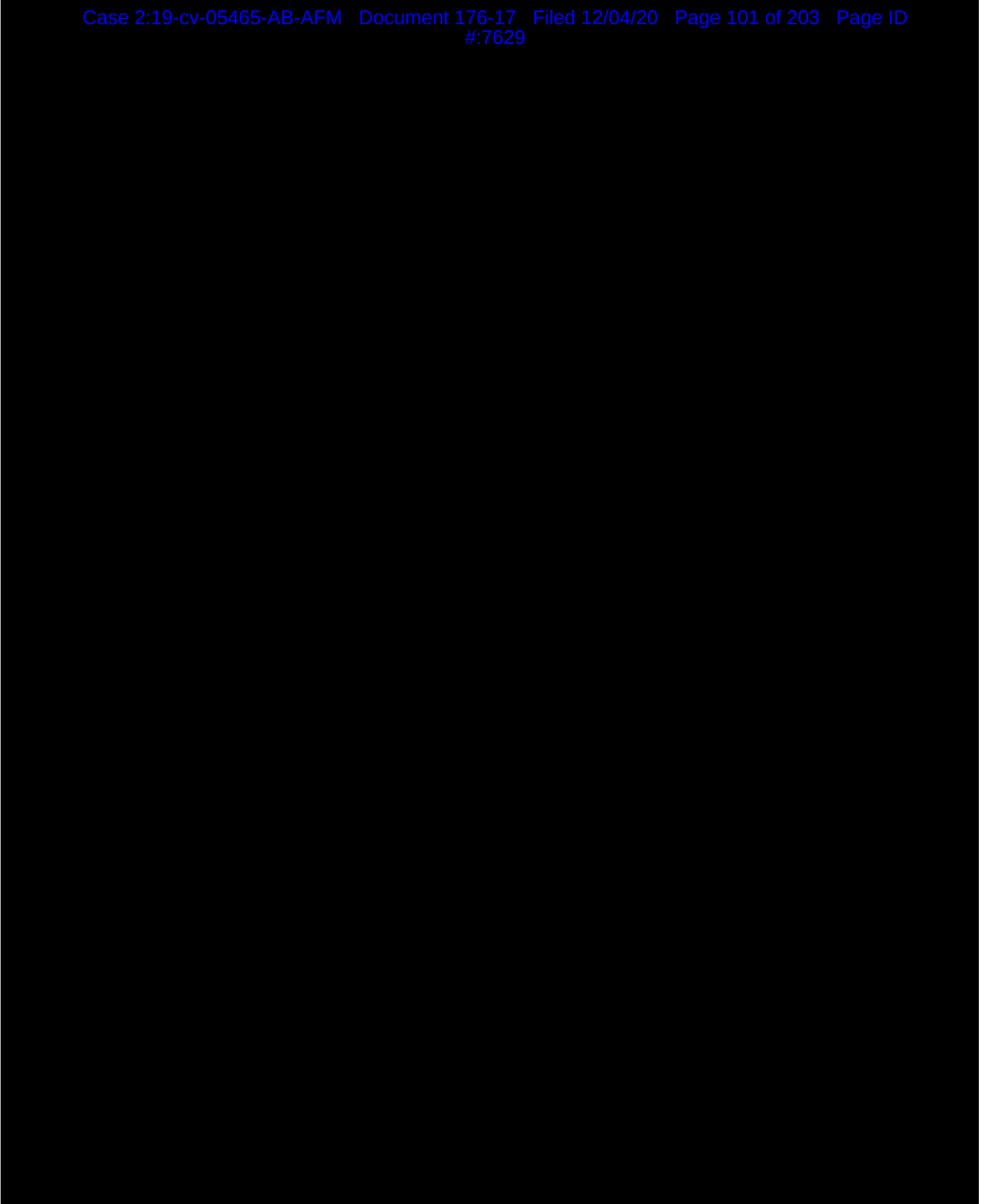
*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*





# EXHIBIT I

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*



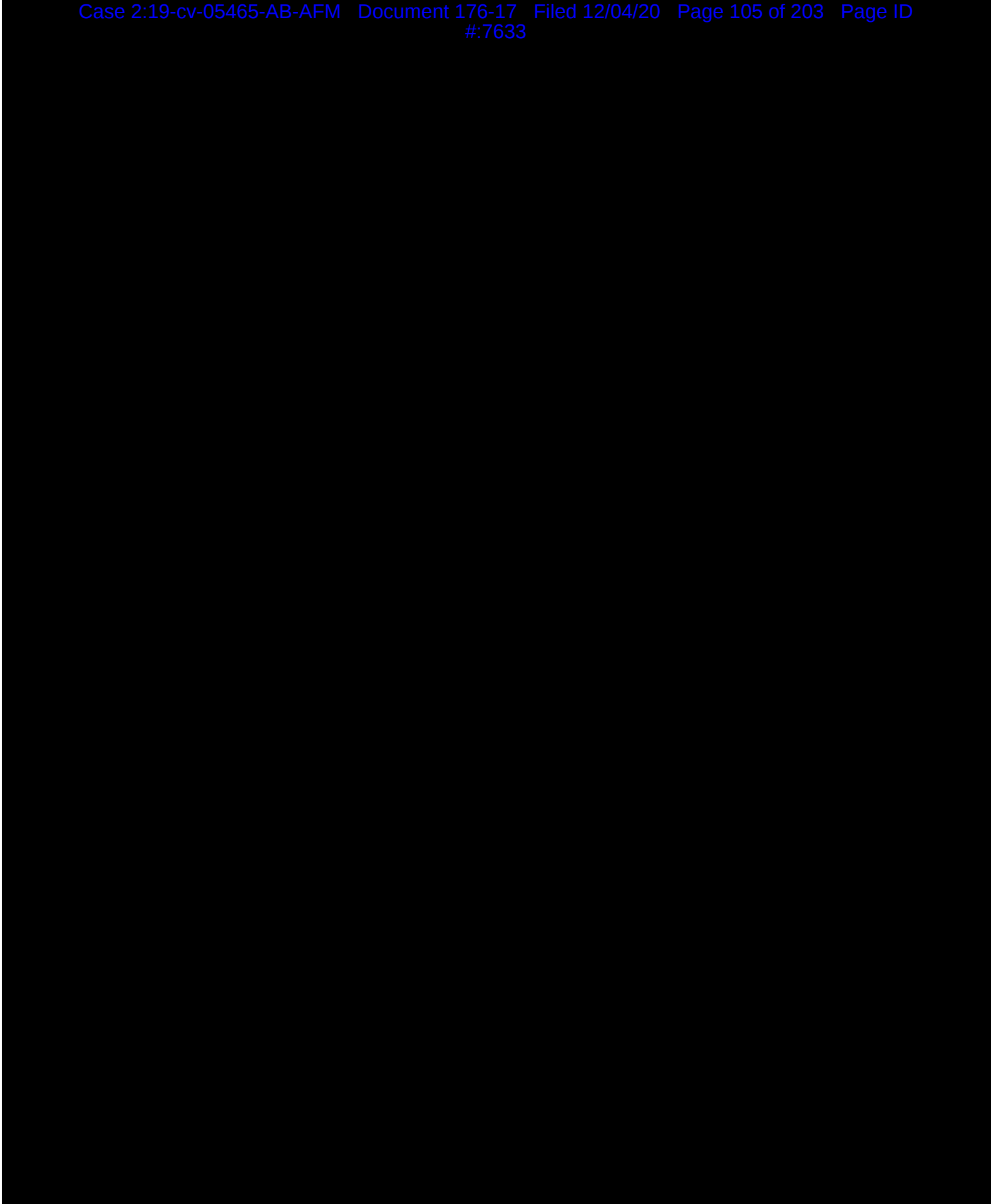


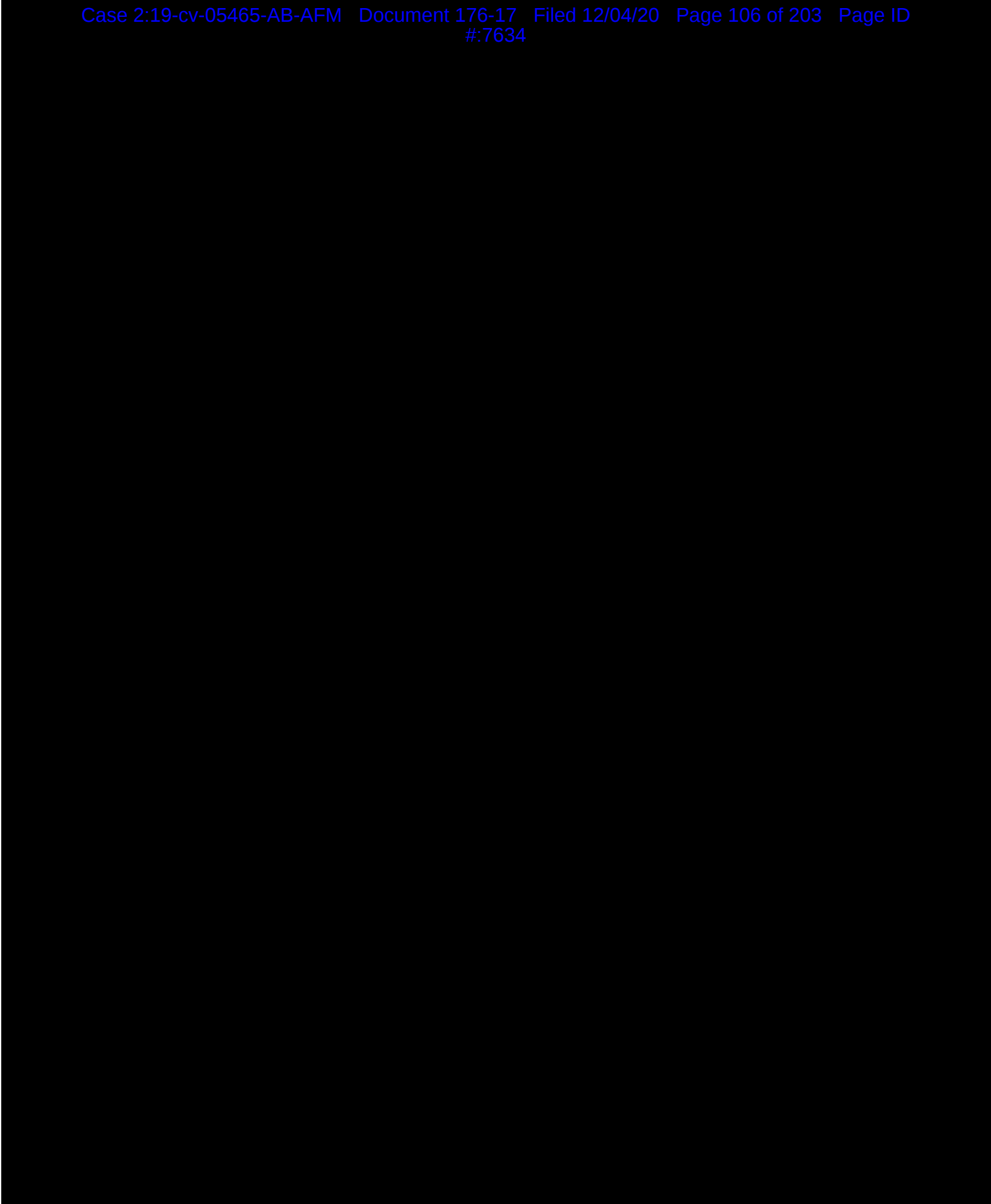
# EXHIBIT J

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*









# EXHIBIT K

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*





# EXHIBIT L

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*



# **EXHIBIT M**

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*







# EXHIBIT N

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*









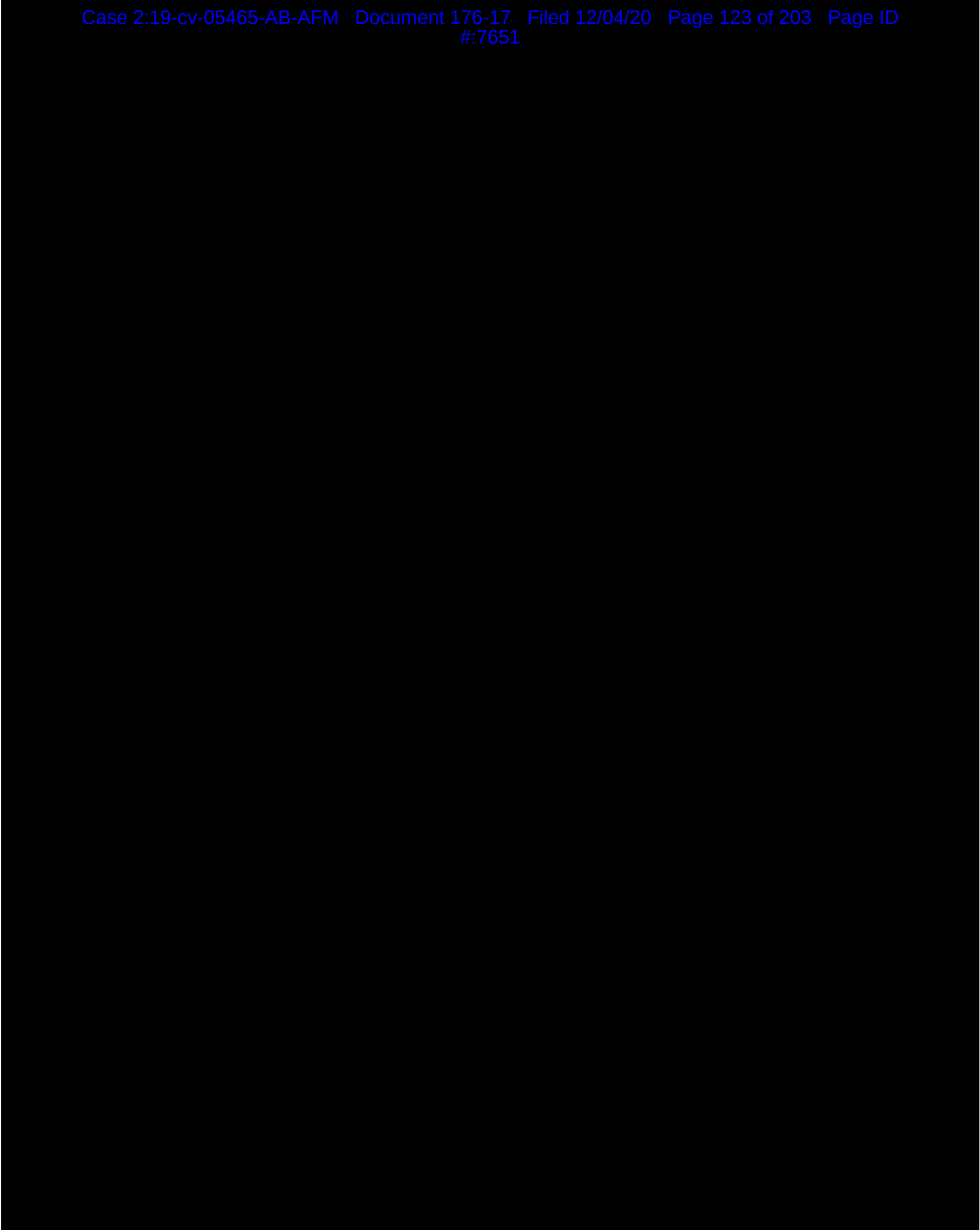




# EXHIBIT O

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*











# EXHIBIT P

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*

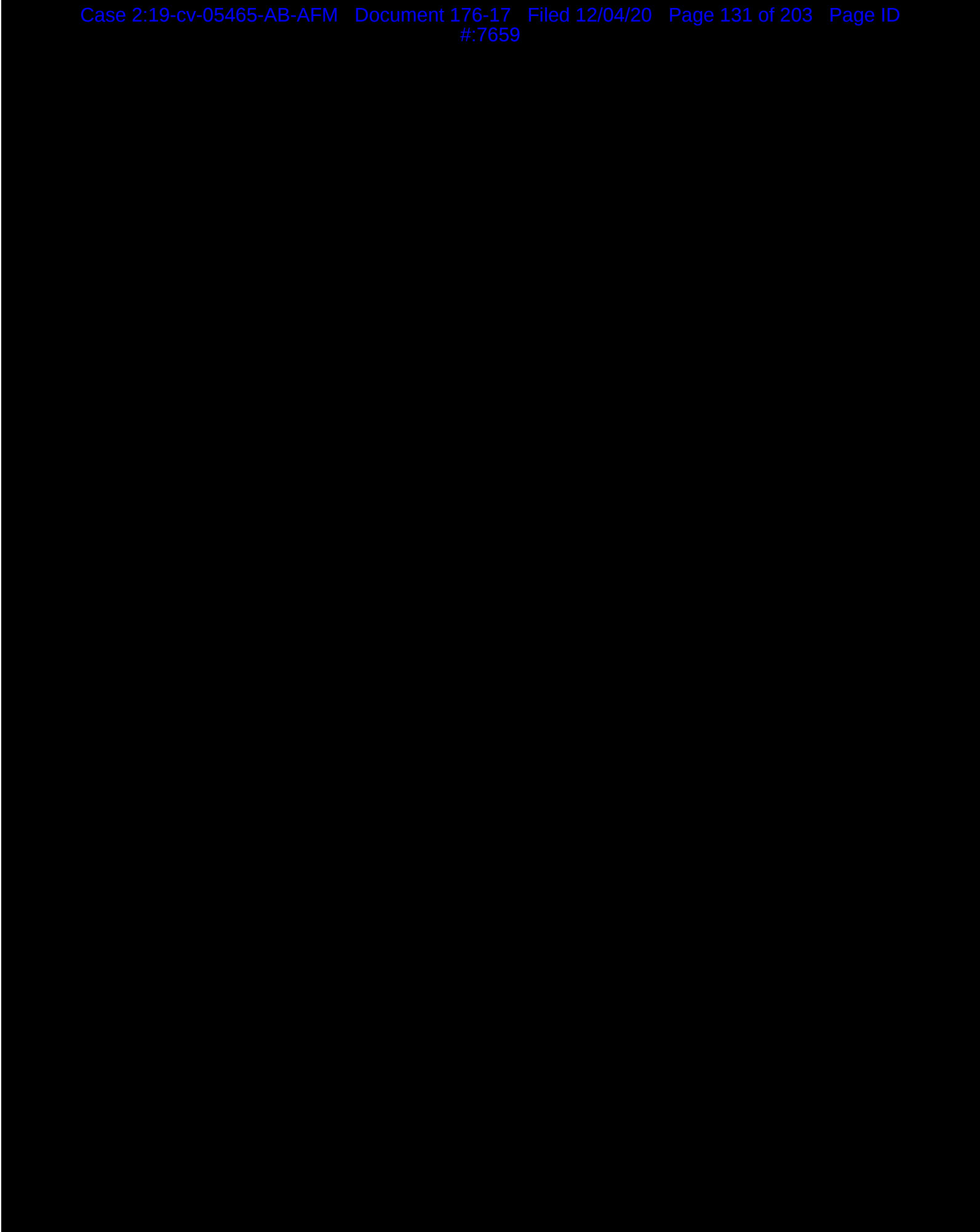




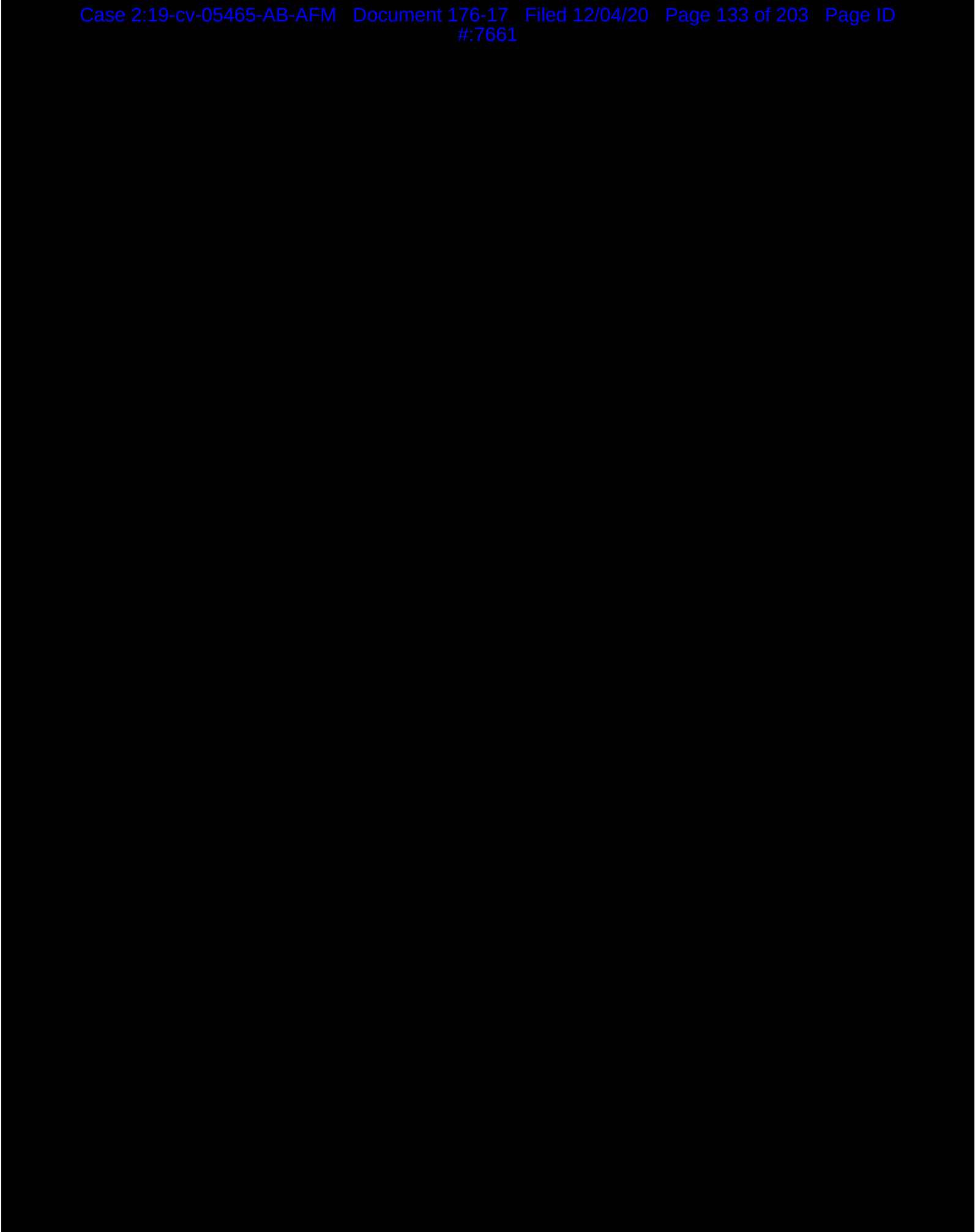
# EXHIBIT Q

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.*









# EXHIBIT R

*REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL*

4/16/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/16/2019  
[DATE]

4/15/2019

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

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]

DocuSigned by:  
\_\_\_\_\_

092696DDE0E0420...  
[WRITER'S SIGNATURE]

4/15/2019

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



4/17/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
99A06A71C9EE404...  
[WRITER'S SIGNATURE]

4/17/2019  
\_\_\_\_\_  
[DATE]

4/17/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/17/2019  
\_\_\_\_\_  
[DATE]

4/18/2019

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

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]

DocuSigned by:  
\_\_\_\_\_

[WRITER'S SIGNATURE]

4/18/2019

[DATE]

4/12/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/12/2019  
\_\_\_\_\_  
[DATE]

4/17/2019

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

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]

DocuSigned by:  
\_\_\_\_\_

[WRITER'S SIGNATURE]

4/17/2019

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

4/15/2019

Dear William Morris Endeavor \_\_\_\_\_ :

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]

DocuSigned by:

\_\_\_\_\_

[WRITER'S SIGNATURE]

4/15/2019

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

4/18/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/18/2019  
\_\_\_\_\_  
[DATE]

4/13/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/13/2019  
\_\_\_\_\_  
[DATE]



4/20/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
E9CDA21168E4487...  
[WRITER'S SIGNATURE]

4/20/2019  
\_\_\_\_\_  
[DATE]

4/15/2019

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

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]

DocuSigned by:  
\_\_\_\_\_

[WRITER'S SIGNATURE]

4/15/2019

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

4/12/2019

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

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]

4/12/2019  
\_\_\_\_\_  
[DATE]

4/13/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/13/2019  
\_\_\_\_\_  
[DATE]

4/12/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
1099A99B80E511A...  
[WRITER'S SIGNATURE]

4/12/2019  
\_\_\_\_\_  
[DATE]

4/13/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/13/2019  
\_\_\_\_\_  
[DATE]

4/16/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/16/2019  
\_\_\_\_\_  
[DATE]

4/15/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/15/2019  
\_\_\_\_\_  
[DATE]



4/15/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/15/2019  
\_\_\_\_\_  
[DATE]

4/13/2019

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

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]

D2249E5D-0350-475C-A8A9-1211CB0D257E  
\_\_\_\_\_  
DocuSigned By: Irene Chalken

[WRITER'S SIGNATURE]

4/13/2019

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

4/13/2019

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

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]

4/13/2019

[DATE]

4/15/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/15/2019  
\_\_\_\_\_  
[DATE]

4/16/2019

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

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]

DocuSigned by:  
\_\_\_\_\_

FDBB3DF74F5C4D5  
[WRITER'S SIGNATURE]

4/16/2019

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

4/26/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/26/2019  
\_\_\_\_\_  
[DATE]

4/15/2019

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

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]

DocuSigned by:  
\_\_\_\_\_

[WRITER'S SIGNATURE]

4/15/2019

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

4/16/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/16/2019  
\_\_\_\_\_  
[DATE]



4/13/2019

Dear Creative Artists Agency \_\_\_\_\_ :

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]

DocuSigned by:

\_\_\_\_\_

[WRITER'S SIGNATURE]

4/13/2019

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

4/16/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/16/2019  
\_\_\_\_\_  
[DATE]

4/13/2019

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

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]

4/13/2019

[DATE]

4/17/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
088994B1897E4EB...  
[WRITER'S SIGNATURE]

4/17/2019  
\_\_\_\_\_  
[DATE]

4/16/2019

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

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]

DocuSigned by:

\_\_\_\_\_

C7E1429F09DB487...

[WRITER'S SIGNATURE]

4/16/2019

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

4/13/2019

Dear Creative Artists Agency :

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,

[REDACTED]

[WRITER'S NAME]

DocuSigned by:  
[REDACTED]

[WRITER'S SIGNATURE]

4/13/2019

[DATE]

4/13/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
F0879D0ED194400...  
[WRITER'S SIGNATURE]

4/13/2019  
\_\_\_\_\_  
[DATE]

4/13/2019

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

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]

DocuSigned by  
\_\_\_\_\_

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

4/13/2019

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



4/13/2019

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

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]

DocuSigned by:  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/13/2019  
\_\_\_\_\_  
[DATE]

4/12/2019

Dear Creative Artists Agency \_\_\_\_\_ :

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,

[REDACTED]

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

DocuSigned by  
[REDACTED]

6EB4211C56D4467  
\_\_\_\_\_  
[WRITER'S SIGNATURE]

4/12/2019

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

# **EXHIBIT S**

***REDACTED VERSION OF DOCUMENT PROPOSED TO BE FILED UNDER SEAL.***

1 Jeffrey L. Kessler (*pro hac vice*)  
jkessler@winston.com  
2 David L. Greenspan (*pro hac vice*)  
dgreenspan@winston.com  
3 **WINSTON & STRAWN LLP**  
200 Park Avenue  
4 New York, NY 10166-4193  
Telephone: 212-294-6700  
5 Facsimile: 212-294-4700

6 Diana Hughes Leiden (267606)  
dhleiden@winston.com  
7 Shawn R. Obi (288088)  
sobi@winston.com  
8 **WINSTON & STRAWN LLP**  
333 South Grand Avenue, 38th Floor  
9 Los Angeles, CA 90071-1543  
Telephone: 213-615-1700  
10 Facsimile: 213-615-1750

11 Attorneys for Plaintiff/Counterclaim-Defendant  
WILLIAM MORRIS ENDEAVOR  
12 ENTERTAINMENT, LLC

13 **UNITED STATES DISTRICT COURT**

14 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

15 WILLIAM MORRIS ENDEAVOR  
ENTERTAINMENT, LLC and  
16 CREATIVE ARTISTS AGENCY,  
LLC,

17 Plaintiffs and  
18 Counterclaim-Defendants

19 v.

20 WRITERS GUILD OF AMERICA,  
WEST, INC.; and WRITERS GUILD  
21 OF AMERICA, EAST, INC.

22 Defendants and  
23 Counterclaimants

24 and PATRICIA CARR *et al.*,

25 Counterclaimants.  
26  
27  
28

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

**PLAINTIFF AND  
COUNTERCLAIM-DEFENDANT  
WILLIAM MORRIS ENDEAVOR  
ENTERTAINMENT, LLC'S  
SECOND SUPPLEMENTED  
RESPONSE TO FIRST SET OF  
INTERROGATORIES  
PROPOUNDED BY DEFENDANT  
AND COUNTERCLAIMANT  
WRITERS GUILD OF AMERICA,  
WEST, INC.**

**[PORTIONS OF RESPONSE AND  
EXHIBIT A HERETO  
DESIGNATED OUTSIDE  
COUNSEL'S EYES ONLY]**

**[UNREDACTED VERSION]**

1 Propounding Party: Defendant and Counterclaimant Writers Guild of  
2 America, West, Inc.  
3 Responding Party: Plaintiff and Counterclaim-Defendant William Morris  
4 Endeavor Entertainment, LLC  
5 Set No.: One

6 Pursuant to Rule 33 of the Federal Rules of Civil Procedure, Plaintiff and  
7 Counterclaim-Defendant William Morris Endeavor Entertainment, LLC (“WME”),  
8 based on its current knowledge, understanding, and belief of the facts and on the  
9 information reasonably available to it as of the date on which these responses are  
10 made, hereby submits these objections and responses to Defendant and  
11 Counterclaimant Writers Guild of America, West, Inc.’s (“WGAW”) First Set of  
12 Interrogatories (“interrogatories”). WME’s discovery efforts are ongoing. WME  
13 expressly reserves the right to revise or supplement these responses.

14 **PRELIMINARY STATEMENT**

15 These responses, while based on diligent inquiry and investigation by WME,  
16 reflect only the current state of WME’s knowledge, understanding, and belief, based  
17 upon the information reasonably available to it at this time. As this action proceeds,  
18 and further investigation and discovery are conducted, additional or different facts  
19 and information will be revealed to WME. Moreover, WME anticipates that WGAW  
20 may make legal or factual contentions presently unknown to and unforeseen by WME  
21 which may require WME to adduce further facts in rebuttal to such contentions. At  
22 this juncture, WME has received virtually no discovery from either of the Guilds or  
23 any of the individual Counterclaimants. Consequently, WME may not yet have  
24 knowledge and may not fully understand the significance of information potentially  
25 pertinent to these responses. Accordingly, these responses are provided without  
26 prejudice to WME’s right to rely upon and use any information that it subsequently  
27 discovers, or that was omitted from these responses as a result of mistake,  
28 inadvertence, surprise, or excusable neglect. Without in any way obligating itself to

1 do so, WME reserves the right to modify, supplement, revise, or amend these  
2 responses, and to correct any inadvertent errors or omissions which may be contained  
3 herein, in light of the information that WME may subsequently obtain or discover.

4 Each of the following responses is made solely for the purpose of this action.  
5 Each response is subject to all objections as to relevance, materiality, and  
6 admissibility, and to any and all objections on any ground that would require  
7 exclusion of any response if it were introduced in court. All objections and grounds  
8 are expressly reserved and may be interposed at the time of trial, hearing, or otherwise.  
9 Furthermore, each of the objections contained herein is incorporated by reference as  
10 though fully set forth in each response.

11 Nothing contained herein is to be construed as a waiver of any attorney-client  
12 privilege, work product doctrine, or any other applicable privilege or doctrine. To the  
13 extent that any interrogatory may be construed as calling for disclosure of information  
14 protected from discovery by the attorney-client privilege, the work product doctrine,  
15 or any other privilege or protection, a continuing objection to each and every such  
16 interrogatory is hereby interposed.

17 **GENERAL OBJECTIONS**

18 WME's responses are subject to the following general objections, which apply  
19 to each of the interrogatories, and which are incorporated in full by this reference into  
20 each and every response below as if fully set forth therein:

21 1. WME objects generally to the interrogatories, and to any individual  
22 interrogatory set forth therein, to the extent that they seek information protected from  
23 discovery by the attorney-client privilege, the work product doctrine, the joint defense  
24 or common-interest doctrine, or any other privilege or protection. No such privileged  
25 or protected information will be provided in response to any interrogatory.  
26 Inadvertent identification or disclosure of privileged information is not a waiver of  
27 any applicable privilege.

28 2. WME objects generally to the interrogatories, and to the definitions and

1 instructions set forth therein, to the extent that they purport to impose on WME  
2 obligations that differ from or exceed those required by the Federal Rules of Civil  
3 Procedure, the Local Rules of the United States District Court for the Central District  
4 of California, or any order or ruling by the Court in this action.

5       3. WME objects generally to the interrogatories, and to any individual  
6 interrogatory set forth therein, to the extent that they are vague, ambiguous,  
7 overbroad, and/or unintelligible. As a result, WME is responding to the  
8 interrogatories based on its good-faith understanding of the questions being asked.  
9 To the extent that WGAW's interpretation of a given interrogatory differs in a  
10 reasonable and material way, WME reserves the right to supplement its response(s).

11       4. WME objects generally to the interrogatories, and to any individual  
12 interrogatory set forth therein, to the extent that any interrogatory seeks information  
13 that is not within WME's possession, custody, or control. WME will not provide  
14 information that is not in its possession, custody, or control.

15       5. WME objects generally to the interrogatories, and to any individual  
16 interrogatory set forth therein, to the extent that they seek publicly available  
17 information or information that is equally available to WGAW.

18       6. WME objects generally to the interrogatories, and to any individual  
19 interrogatory set forth therein, insofar as they purport to seek private and confidential  
20 information regarding present or former employees of WME that infringes upon the  
21 privacy rights of these individuals under the U.S. and California Constitutions and  
22 other applicable constitutions.

23       7. WME objects generally to the interrogatories, and to any individual  
24 interrogatory set forth therein, insofar as they purport to seek private and confidential  
25 information regarding present or former clients of WME that infringes upon the  
26 privacy rights of these individuals under the U.S. and California Constitutions and  
27 other applicable constitutions. WME will not produce any client's private  
28 information without his or her consent.

1           8.     WME objects generally to the interrogatories, and to any individual  
2 interrogatory set forth therein, to the extent that any interrogatory seeks proprietary,  
3 confidential, or sensitive personal and business information; matters covered by the  
4 right to privacy under the U.S. and California Constitutions and other applicable  
5 constitutions, and federal and state common law; or any information that WME is  
6 otherwise restricted from disclosing by contract. WME will not produce confidential,  
7 proprietary, or other sensitive materials until after the entry of an appropriate  
8 Protective Order and the implementation of any additional safeguards necessary to  
9 protect the privacy of third parties.

10           9.     WME objects generally to the interrogatories, and to any individual  
11 interrogatory set forth therein, to the extent that any interrogatory calls for information  
12 that is not relevant to the claim or defense of any party and therefore not discoverable  
13 under Federal Rule of Civil Procedure 26(b)(1). In WME’s response to each  
14 interrogatory, WME will not undertake to provide such information.

15           10.    WME objects generally to the interrogatories, and to any individual  
16 interrogatory set forth therein, to the extent that obtaining the requested information  
17 would impose upon WME an undue burden, and to the extent that the interrogatories  
18 are oppressive or intended to harass.

19           11.    WME objects generally to the interrogatories, and to any individual  
20 interrogatory set forth therein, to the extent that they are compound and constitute an  
21 impermissible effort to circumvent the 25 interrogatory limit set by Rule 33 of the  
22 Federal Rules of Civil Procedure.

23           12.    WME objects to the interrogatories insofar as they purport to expand by  
24 special definition of “You,” “Yours,” or “WME,” to beyond WME itself. WME will  
25 answer on behalf of itself only, and not the expanded definition included in the  
26 interrogatories.

27           13.    WME objects to each interrogatory insofar as they purport to expand by  
28 special definition of “Abrams Artists Agency,” to beyond Abrams Artists Agency



1 LLC itself, making the interrogatory compound, vague, ambiguous, and  
2 unintelligible.

3 14. WME objects to each interrogatory insofar as they purport to expand by  
4 special definition of “ATA,” to beyond Association of Talent Agents itself, making  
5 the interrogatory compound, vague, ambiguous, and unintelligible.

6 15. WME objects to each interrogatory insofar as they purport to expand by  
7 special definition of “Buchwald,” to beyond Don Buchwald & Assocs., Inc. itself,  
8 making the interrogatory compound, vague, ambiguous, and unintelligible.

9 16. WME objects to each interrogatory insofar as they purport to expand by  
10 special definition of “Kaplan Stahler,” to beyond Kaplan-Stahler Agency itself,  
11 making the interrogatory compound, vague, ambiguous, and unintelligible.

12 17. WME objects to each interrogatory insofar as they purport to expand by  
13 special definition of “Pantheon,” to beyond Pantheon Talent Group LLC itself,  
14 making the interrogatory compound, vague, ambiguous, and unintelligible.

15 18. WME objects to each interrogatory insofar as they purport to expand by  
16 special definition of “RBEL,” to beyond Rothman Brecher Ehrich Livingston, Inc.  
17 itself, making the interrogatory compound, vague, ambiguous, and unintelligible.

18 19. WME objects to each interrogatory insofar as they purport to expand by  
19 special definition of “Verve,” to beyond Verve Talent & Literary Agency itself,  
20 making the interrogatory compound, vague, ambiguous, and unintelligible.

21 20. WME objects that the definition of “Talent Agency” is vague,  
22 ambiguous, and overly broad.

23 21. WME objects that the definition of “Project” is vague, ambiguous, and  
24 overly broad.

25 22. WME objects to WGAW’s “Definitions” and “Instructions” to the extent  
26 they assume facts or incorporate the allegations of Counterclaimants’ Answer and  
27 Counterclaims. WME’s responses or use of any term herein are not, and shall not be  
28 construed as, an admission of any fact or legal contention or an agreement with

1 WGAW’s definitions.

2 23. WME expressly incorporates each of the foregoing general objections  
3 into each specific response to the interrogatories set forth below as if set forth in full  
4 therein. An answer to an interrogatory shall not work as a waiver of any applicable  
5 general or specific objection to an interrogatory.

6 **RESPONSES TO FORM INTERROGATORIES**

7 **Interrogatory No. 1:**

8 State all facts upon which You rely to support Your contention that the Code  
9 of Conduct or the alleged “boycott” “impacts ... directors and actors” (FCC ¶166) as  
10 alleged in Paragraphs 10, 58, 84, and 166 of the First Consolidated Complaint.

11 **Response to Interrogatory No. 1:**

12 WME incorporates by reference each of the General Objections set forth above  
13 as though set forth here in full. WME objects to this contention interrogatory on the  
14 ground that it is premature, given the early stage of discovery in this case, including  
15 that limited discovery has been exchanged between the parties, and no discovery has  
16 been sought from third parties, such as directors and actors. Because it demands that  
17 WME state “all facts” upon which a contention is based, thus demanding that WME  
18 describe and expound the basis for and nature of a contention, this contention  
19 interrogatory involves mixed questions of law and fact, which “create disputes  
20 between the parties which are best resolved after much or all of the other discovery  
21 has been completed.” Federal Rule of Civil Procedure 33, Advisory Committee Notes  
22 to the 1970 Amendments. It is generally accepted that courts “will not order responses  
23 to contention interrogatories until late in the pretrial period” and that “the wisest  
24 general policy is to defer propounding and answering contention interrogatories until  
25 near the end of the discovery period.” *In re Allergan, Inc. Sec. Litig.*, 2016 WL  
26 10719393, at \*3 (C.D. Cal. Sept. 23, 2016) (internal quotation marks and brackets  
27 omitted); *see also Fischer & Porter Co. v. Tolson*, 143 F.R.D. 93, 95 (E.D. Pa. 1992)  
28 (“The interests of judicial economy and efficiency for the litigants dictate that

1 ‘contention interrogatories are more appropriate after a substantial amount of  
2 discovery has been conducted.’”) (internal citations omitted).

3 Further, WME objects to this interrogatory to the extent that it seeks  
4 information protected by the attorney-client privilege, the work-product doctrine,  
5 statutory or constitutional rights to privacy or any other applicable privilege or  
6 immunity. WME objects to this interrogatory on the ground that it seeks information  
7 in the possession, custody, or control of WGAW or third parties. WME objects to  
8 this interrogatory on the ground that this interrogatory seeks confidential and  
9 proprietary business information.

10 Notwithstanding and subject to the above general and specific objections,  
11 WME responds generally as follows, without prejudice to providing a supplemental  
12 answer to this contention interrogatory at a later and more appropriate time:

13 Packaging is the dominant method of staffing television programs for talent  
14 including actors, writers, and directors. The Guilds’ boycott also extends to film  
15 production, based on the Guilds’ mistaken belief that packaging is involved in the  
16 film industry. WGAW’s and Writers Guild of America, East, Inc.’s (“WGAE” and  
17 collectively with WGAW, “the Guilds”) boycott prohibits its members from working  
18 with talent agencies that use packaging deals. The Guilds assert that it is “very  
19 unlikely” that studios will agree to packaging deals with just actors or directors in  
20 them. *See* First Consolidated Complaint (Dkt. 42, “Compl.”), Ex. D, WGA Agency  
21 Campaign FAQ, No. 19 (“While there are a few actors or directors who might be  
22 attractive enough to a studio for them to agree to the package fee without a  
23 script...[w]hy would studios pay a package fee if they don’t get writers and pilots as  
24 part of the deal?”). By interfering with a market process that directly affects actors  
25 and directors, the Guilds’ illegal boycott adversely impacts actors and directors and  
26 their employment.

27 Discovery in this case is currently at a very early stage and WME has not  
28 completed its investigation into relevant matters. WME reserves the right to amend

1 or supplement its response to this contention interrogatory based on additional  
2 information that may be elicited throughout the discovery process, including but not  
3 limited to information that is not currently in WME’s possession and testimony from  
4 expert witnesses. Pursuant to Fed. R. Civ. P. 33(d), WME may also produce  
5 documents and records from which information sought by this interrogatory can be  
6 determined.

7 **Interrogatory No. 2:**

8 State all facts upon which You rely to support Your contention that the Code  
9 of Conduct or the Guilds’ alleged “group boycott” will “reduc[e] film and television  
10 output” as alleged in Paragraphs 169 and 190 of the First Consolidated Complaint.

11 **Response to Interrogatory No. 2:**

12 WME incorporates by reference each of the General Objections set forth above  
13 as though set forth here in full. WME objects to this contention interrogatory on the  
14 ground that it is premature, given the early stage of discovery in this case, including  
15 that limited discovery has been exchanged between the parties, and no discovery has  
16 been sought from third parties. Because it demands that WME state “all facts” upon  
17 which a contention is based, thus demanding that WME describe and expound the  
18 basis for and nature of a contention, this contention interrogatory involves mixed  
19 questions of law and fact, which “create disputes between the parties which are best  
20 resolved after much or all of the other discovery has been completed.” Federal Rule  
21 of Civil Procedure 33, Advisory Committee Notes to the 1970 Amendments. It is  
22 generally accepted that courts “will not order responses to contention interrogatories  
23 until late in the pretrial period” and that “the wisest general policy is to defer  
24 propounding and answering contention interrogatories until near the end of the  
25 discovery period.” *In re Allergan, Inc. Sec. Litig.*, 2016 WL 10719393, at \*3 (C.D.  
26 Cal. Sept. 23, 2016) (internal quotation marks and brackets omitted); *see also Fischer*  
27 *& Porter Co. v. Tolson*, 143 F.R.D. 93, 95 (E.D. Pa. 1992) (“The interests of judicial  
28 economy and efficiency for the litigants dictate that ‘contention interrogatories are

1 more appropriate after a substantial amount of discovery has been conducted.”)  
2 (internal citations omitted).

3 Further, WME objects to this interrogatory to the extent that it seeks  
4 information protected by the attorney-client privilege, the work-product doctrine,  
5 statutory or constitutional rights to privacy or any other applicable privilege or  
6 immunity. WME objects to this interrogatory on the ground that it seeks information  
7 in the possession, custody, or control of WGAW or third parties. WME objects to  
8 this interrogatory on the ground that this interrogatory seeks confidential and  
9 proprietary business information.

10 Notwithstanding and subject to the above general and specific objections,  
11 WME responds generally as follows, without prejudice to providing a supplemental  
12 answer to this contention interrogatory at a later and more appropriate time:

13 The Guilds’ illegal group boycott interferes with an important market process,  
14 the dominant method of staffing for television programming. Beyond that, the  
15 Guilds’ illegal boycott also extends to, and impacts, methods of staffing for films  
16 (based on the Guilds’ mistaken assertion that “packaging” applies to film). By  
17 interfering with the market for film and television staffing, which in turn is a core  
18 element of film and television production, the Guilds’ illegal boycott will reduce film  
19 and television output. Further, the Guilds’ Code of Conduct prevents franchised talent  
20 agencies from affiliating with content companies, thereby inhibiting the entrance of  
21 new content producers supported by talent agencies, despite the fact that the Guilds’  
22 members continue to choose to benefit from working with companies like Endeavor  
23 Content and Wiip despite their affiliation with WME and Creative Artists Agency,  
24 LLC (“CAA”) (WME and CAA henceforth collectively referred to as “the  
25 Agencies”).

26 Discovery in this case is currently at a very early stage and WME has not  
27 completed its investigation into relevant matters. WME reserves the right to amend  
28 or supplement its response to this contention interrogatory based on additional

1 information that may be elicited throughout the discovery process, including but not  
2 limited to information that is not currently in WME’s possession and testimony from  
3 expert witnesses. Pursuant to Fed. R. Civ. P. 33(d), WME may also produce  
4 documents and records from which information sought by this interrogatory can be  
5 determined.

6 **Interrogatory No. 3:**

7 Identify all Showrunners whom You contend are “non-labor parties for the  
8 purpose of the labor exemption to the antitrust laws” (FCC ¶128) and with whom You  
9 contend the Guilds have combined in a “group boycott” (FCC ¶130), as alleged in  
10 Paragraphs 118 through 130 and 153 of the First Consolidated Complaint; and for  
11 each such Showrunner, state whether the Showrunner performed only “non-writing  
12 producer services” (FCC ¶129) or whether You contend the Showrunner also  
13 performed “writing services” (FCC ¶130) on the Project in question, and also state  
14 whether each such Showrunner was credited as a Writer on that Project.

15 **Response to Interrogatory No. 3:**

16 WME incorporates by reference each of the General Objections set forth above  
17 as though set forth here in full. WME objects to this contention interrogatory on the  
18 ground that it is premature, given the early stage of discovery in this case, including  
19 that limited discovery has been exchanged between the parties, and no discovery has  
20 been received from third parties, including showrunners. Because it demands that  
21 WME describe and expound the basis for and nature of a contention, this contention  
22 interrogatory involves mixed questions of law and fact, which “create disputes  
23 between the parties which are best resolved after much or all of the other discovery  
24 has been completed.” Federal Rule of Civil Procedure 33, Advisory Committee Notes  
25 to the 1970 Amendments. It is generally accepted that courts “will not order responses  
26 to contention interrogatories until late in the pretrial period” and that “the wisest  
27 general policy is to defer propounding and answering contention interrogatories until  
28 near the end of the discovery period.” *In re Allergan, Inc. Sec. Litig.*, 2016 WL

1 10719393, at \*3 (C.D. Cal. Sept. 23, 2016) (internal quotation marks and brackets  
2 omitted); *see also Fischer & Porter Co. v. Tolson*, 143 F.R.D. 93, 95 (E.D. Pa. 1992)  
3 (“The interests of judicial economy and efficiency for the litigants dictate that  
4 ‘contention interrogatories are more appropriate after a substantial amount of  
5 discovery has been conducted.’”) (internal citations omitted).

6 Further, WME objects to this interrogatory to the extent that it seeks  
7 information protected by the attorney-client privilege, the work-product doctrine,  
8 statutory or constitutional rights to privacy or any other applicable privilege or  
9 immunity. WME objects to this interrogatory on the ground that it seeks information  
10 in the possession, custody, or control of WGAW or third parties. WGAW is certainly  
11 in the best position to know the identity of showrunners with whom it has entered into  
12 a group boycott, and this same information is being sought by the Agencies in  
13 discovery propounded to the Guilds. Likewise, WGAW can ascertain for itself which  
14 of its members are or are not performing “writing services,” to the extent that is a  
15 relevant inquiry. And the vast majority of WGAW members never were represented  
16 by WME (and are not now). WME objects to this interrogatory on the ground that  
17 this interrogatory seeks confidential and proprietary business information. WME  
18 objects to this interrogatory on the ground that this interrogatory is compound,  
19 constituting an impermissible attempt to circumvent the 25 interrogatory limit set by  
20 Rule 33 of the Federal Rules of Civil Procedure.

21 In addition, WME objects to this interrogatory on the ground that it seeks  
22 information that is not relevant at all or the relevance of which is disproportionate to  
23 the burden of responding. For example, it is unduly burdensome to identify “all”  
24 showrunners that WME contends are non-labor parties; the participation of even a  
25 single showrunner/non-labor party to the challenged group boycott would defeat the  
26 statutory labor exemption. Further, the interrogatory’s focus on whether and to what  
27 extent a showrunner (producer) provides “writing services” misstates the relevant  
28 legal test about who constitutes a non-labor party.

1 Notwithstanding and subject to the above general and specific objections,  
2 WME responds generally as follows, based on the parties' myriad meet-and-confers  
3 regarding the scope of the interrogatory, and without prejudice to providing a further  
4 supplemental answer to this contention interrogatory at a later and more appropriate  
5 time:

6 It is generally understood within the entertainment industry that showrunners  
7 receive the vast majority, if not all, of their compensation for non-writing services and  
8 their activities as producers. Showrunners, many of whom have their own production  
9 companies, employ Guild members as an extension of the studios. Showrunner-Guild  
10 members function as management and in that capacity are functionally no different  
11 than studio executives, and thus quintessential non-labor parties, regardless of  
12 whether and to what extent the showrunners provide writing services. Showrunners  
13 work hand-in-hand with studios to set compensation for writers on staff. Such  
14 showrunners, acting in their capacity as producers, are neither in job competition for  
15 writers who are hired to perform writing services nor are they in wage competition  
16 with such writers nor, in their capacity as producers, do these showrunners have an  
17 economic interrelationship affecting the Guilds' legitimate union interests in  
18 regulating the labor market for writers. Rather, the economic relationship between  
19 these showrunners and other Guild members is akin to the relationship between  
20 management and labor, *i.e.*, a non-labor party relationship.

21 The showrunners listed immediately below are non-labor parties and have sent  
22 WME notices of termination as part of the Guilds' illegal group boycott at the  
23 direction of the Guilds. WME has not conferred with any of these individuals in  
24 responding to this interrogatory, which is based on WME's present understanding of  
25 their work. Although, as set forth above, whether a showrunner does some writing  
26 does not change their status as a non-labor party, the showrunners listed immediately  
27 below have performed no writing services (unless otherwise specified) since April  
28 2017 on at least the identified programs, where they functioned as management:



**THE LIST BELOW IS DESIGNATED OUTSIDE COUNSEL’S EYES ONLY:**

1 [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 The showrunners listed immediately below are also non-labor parties who have

22 sent WME notices of termination as part of the Guilds’ illegal group boycott at the

23 direction of the Guilds. WME has not conferred with any of these individuals in

24 responding to this interrogatory, which is based on WME’s present understanding of

25 their work. These showrunners do provide some writing services, but they

26 nonetheless function primarily as non-writing producers on their series and have

27 received virtually all or a very substantial portion of their compensation for

28 performing non-writing services:

**THE LIST BELOW IS DESIGNATED OUTSIDE COUNSEL'S EYES ONLY:**

- 1
- 2 [REDACTED]
- 3 [REDACTED]
- 4 [REDACTED]
- 5 [REDACTED]
- 6 [REDACTED]
- 7 [REDACTED]
- 8 [REDACTED]
- 9 [REDACTED]
- 10 [REDACTED]
- 11 [REDACTED]
- 12 [REDACTED]
- 13 [REDACTED]
- 14 [REDACTED]
- 15 [REDACTED]
- 16 [REDACTED]
- 17 [REDACTED]
- 18 [REDACTED]
- 19 [REDACTED]
- 20 [REDACTED]
- 21 [REDACTED]
- 22 [REDACTED]
- 23 [REDACTED]
- 24 [REDACTED]
- 25 [REDACTED]
- 26 [REDACTED]

27 The preceding lists of showrunners are limited to those showrunners who WME  
28 represented before the Guilds required these persons to fire WME. There are, of

1 course, many additional showrunners who were not previously represented by WME,  
2 are non-labor parties, and are participating in the Guilds' illegal group boycott by  
3 firing their respective talent agents.

4 WME incorporates by reference "Exhibit A" from its previous interrogatory  
5 response, which includes the names of showrunners who have sent their respective  
6 Agency notices of termination at the direction of the Guilds and as part of the Guilds'  
7 illegal group boycott.

8 Discovery in this case is currently at a very early stage and WME has not  
9 completed its investigation into relevant matters and the Guilds have produced a  
10 negligible amount of documents. WME reserves the right to amend or supplement its  
11 response to this contention interrogatory based on additional information that may be  
12 elicited throughout the discovery process, including but not limited to information  
13 that is not currently in WME's possession and testimony from expert witnesses.  
14 Pursuant to Fed. R. Civ. P. 33(d), WME may also produce documents and records  
15 from which information sought by this interrogatory can be determined.

16 **Interrogatory No. 4:**

17 State all facts upon which You rely to support Your contention that any  
18 Showrunner was "coerced" to join the Guilds' alleged "group boycott" (FCC ¶117)  
19 as alleged in Paragraphs 111 through 117 and 153, of the First Consolidated  
20 Complaint, and Identify each such Showrunner.

21 **Response to Interrogatory No. 4:**

22 WME incorporates by reference each of the General Objections set forth above  
23 as though set forth here in full. WME objects to this contention interrogatory on the  
24 ground that it is premature, given the early stage of discovery in this case, including  
25 that limited discovery has been exchanged between the parties, and no discovery has  
26 been sought from third parties. Because it demands that WME state "all facts" upon  
27 which a contention is based, thus demanding that WME describe and expound the  
28 basis for and nature of a contention, this contention interrogatory involves mixed

1 questions of law and fact, which “create disputes between the parties which are best  
2 resolved after much or all of the other discovery has been completed.” Federal Rule  
3 of Civil Procedure 33, Advisory Committee Notes to the 1970 Amendments. It is  
4 generally accepted that courts “will not order responses to contention interrogatories  
5 until late in the pretrial period” and that “the wisest general policy is to defer  
6 propounding and answering contention interrogatories until near the end of the  
7 discovery period.” *In re Allergan, Inc. Sec. Litig.*, 2016 WL 10719393, at \*3 (C.D.  
8 Cal. Sept. 23, 2016) (internal quotation marks and brackets omitted); *see also Fischer*  
9 *& Porter Co. v. Tolson*, 143 F.R.D. 93, 95 (E.D. Pa. 1992) (“The interests of judicial  
10 economy and efficiency for the litigants dictate that ‘contention interrogatories are  
11 more appropriate after a substantial amount of discovery has been conducted.’”) (internal citations omitted).

13 Further, WME objects to this interrogatory to the extent that it seeks  
14 information protected by the attorney-client privilege, the work-product doctrine,  
15 statutory or constitutional rights to privacy or any other applicable privilege or  
16 immunity. WME objects to this interrogatory on the ground that it seeks information  
17 in the possession, custody, or control of WGAW or third parties. WGAW is certainly  
18 in the best position to know the identity of showrunners whom it has pressured, and  
19 this same information is being sought by the Agencies in discovery propounded to the  
20 Guilds. For example, WGAW knows what it told showrunners about firing their  
21 talent agents, and WGAW knows which showrunners inquired about whether and  
22 under what conditions they were required to fire their talent agents and how WGAW  
23 responded. WME objects to this interrogatory on the ground that this interrogatory  
24 seeks confidential and proprietary business information.

25 Notwithstanding and subject to the above general and specific objections,  
26 WME responds generally as follows, without prejudice to providing a supplemental  
27 answer to this contention interrogatory at a later and more appropriate time:  
28

1           The Guilds have coerced showrunners to join the Guilds’ illegal boycott by  
2 threatening them with union discipline if showrunners do not terminate agency  
3 representation for all purposes. *See, e.g.*, Guilds’ Working Rule 23 (“No writer shall  
4 enter into a representation agreement whether oral or written, with any agent who has  
5 not entered into an agreement with the Guild covering minimum terms and conditions  
6 between agents and their writer clients.”); Compl., Ex. E, Agency Code of Conduct  
7 Implementation FAQ, at 1; Bates WGAW\_00006038, Letter from Tom Sheppard, to  
8 Verve Literary Agency (Apr. 13, 2019) (on file with author) (“Now I am being told  
9 by leaders of the WGA that I must fire the people I trust most in this industry...[and]  
10 have been told I must obey this mandatory dictum from leadership or face who knows  
11 what kind of wrath from the union....”). That includes but is not limited to significant  
12 threats of monetary fines and sources of other pressure. Moreover, the Guilds have  
13 the power to expel members from their organization, which would then arguably  
14 prohibit Hollywood studios from hiring these former Guild members, at least for any  
15 work done in their capacity as writers. Furthermore, the Guilds have applied both  
16 formal and informal pressure to induce showrunners to terminate their agents at the  
17 Agencies in all capacities, not merely in connection with representing such  
18 showrunners for the provision of writing services.

19           Discovery in this case is currently at a very early stage and WME has not  
20 completed its investigation into relevant matters. WME reserves the right to amend  
21 or supplement its response to this contention interrogatory based on additional  
22 information that may be elicited throughout the discovery process, including but not  
23 limited to information that is not currently in WME’s possession and testimony from  
24 expert witnesses. Pursuant to Fed. R. Civ. P. 33(d), WME may also produce  
25 documents and records from which information sought by this interrogatory can be  
26 determined.

27  
28

1 **Interrogatory No. 5:**

2 State all facts upon which You rely to support Your contention that any Talent  
3 Agency joined in or was “coerced” to join in the Guilds’ alleged “group boycott”  
4 (FCC ¶133) as alleged in Paragraphs 131 through 134 and 153 of the First  
5 Consolidated Complaint.

6 **Response to Interrogatory No. 5:**

7 WME incorporates by reference each of the General Objections set forth above  
8 as though set forth here in full. WME objects to this contention interrogatory on the  
9 ground that it is premature, given the early stage of discovery in this case, including  
10 that limited discovery has been exchanged between the parties, and no discovery has  
11 been sought from third parties. Because it demands that WME state “all facts” upon  
12 which a contention is based, thus demanding that WME describe and expound the  
13 basis for and nature of a contention, this contention interrogatory involves mixed  
14 questions of law and fact, which “create disputes between the parties which are best  
15 resolved after much or all of the other discovery has been completed.” Federal Rule  
16 of Civil Procedure 33, Advisory Committee Notes to the 1970 Amendments. It is  
17 generally accepted that courts “will not order responses to contention interrogatories  
18 until late in the pretrial period” and that “the wisest general policy is to defer  
19 propounding and answering contention interrogatories until near the end of the  
20 discovery period.” *In re Allergan, Inc. Sec. Litig.*, 2016 WL 10719393, at \*3 (C.D.  
21 Cal. Sept. 23, 2016)(internal quotation marks and brackets omitted); *see also Fischer*  
22 *& Porter Co. v. Tolson*, 143 F.R.D. 93, 95 (E.D. Pa. 1992) (“The interests of judicial  
23 economy and efficiency for the litigants dictate that ‘contention interrogatories are  
24 more appropriate after a substantial amount of discovery has been conducted.’”) (internal citations omitted).

25  
26 Further, WME objects to this interrogatory to the extent that it seeks  
27 information protected by the attorney-client privilege, the work-product doctrine,  
28 statutory or constitutional rights to privacy or any other applicable privilege or

1 immunity. WME objects to this interrogatory on the ground that it seeks information  
2 in the possession, custody, or control of WGAW or third parties. WGAW is certainly  
3 in the best position to know the identity and specific facts of the talent agencies that  
4 it pressured into joining the boycott, and this same information is being sought by the  
5 Agencies in discovery propounded to the Guilds. WME objects to this interrogatory  
6 on the ground that this interrogatory seeks confidential and proprietary business  
7 information.

8 Notwithstanding and subject to the above general and specific objections,  
9 WME responds generally as follows, without prejudice to providing a supplemental  
10 answer to this contention interrogatory at a later and more appropriate time:

11 The Guilds' unlawful group boycott coerces talent agencies into participating  
12 in the group boycott by forcing agency clients who are writer-members to terminate  
13 their agents, thus requiring agencies to sign the Guilds' Code of Conduct if they wish  
14 to continue acting as agents for writer-members. That is significant coercion applied  
15 to any agency that represents member-writers. The fact that even those talent agencies  
16 that eventually signed some version of the Code of Conduct endured, in some cases,  
17 many months of not representing writer-clients before signing, demonstrates that they  
18 did so only under pressure from the Guilds.

19 Moreover, because many smaller talent agencies do not engage in packaging at  
20 all—and some of those smaller agencies have significant business from writer-  
21 member-clients—the Guilds' group boycott effectively forces such agencies to “join[]  
22 in” the boycott by signing the Code of Conduct (which comes at little cost to such  
23 smaller agencies) in order to keep their ongoing business representing writer-member-  
24 clients and/or to attract new business from writer-member-clients who have  
25 terminated their agents at larger agencies that have refused to sign the Code of  
26 Conduct.

27 Beyond that, the Guilds have offered “Most Favored Nations” (“MFN”) clauses  
28 that allows the signing agency to obtain more favorable terms than are offered to other

1 agencies in the future, including the largest agencies like WME, which is another  
2 effort to coerce and compel agencies to join in the group boycott. For example, the  
3 Guilds have signed agreements offering such “MFN” clauses with The Gersh Agency,  
4 Paradigm Talent Agency, and Agency for the Performing Arts. In addition to these  
5 smaller agencies, the Guilds have also offered a similar clause to a large agency,  
6 United Talent Agency, LLC (“UTA”).

7 Discovery in this case is currently at a very early stage and WME has not  
8 completed its investigation into relevant matters. WME reserves the right to amend  
9 or supplement its response to this contention interrogatory based on additional  
10 information that may be elicited throughout the discovery process, including but not  
11 limited to information that is not currently in WME’s possession and testimony from  
12 expert witnesses. Pursuant to Fed. R. Civ. P. 33(d), WME may also produce  
13 documents and records from which information sought by this interrogatory can be  
14 determined.

15 **Interrogatory No. 6:**

16 State all facts upon which You rely to support Your contention that the Guilds  
17 “attempt[ed] to extort the AMPTP and its members into joining” the Guilds’ alleged  
18 “group boycott” (FCC ¶140) as alleged in Paragraphs 136 through 138 of the First  
19 Consolidated Complaint.

20 **Response to Interrogatory No. 6:**

21 WME incorporates by reference each of the General Objections set forth above  
22 as though set forth here in full. WME objects to this contention interrogatory on the  
23 ground that it is premature, given the early stage of discovery in this case, including  
24 that limited discovery has been exchanged between the parties, and no discovery has  
25 been sought from third parties. Because it demands that WME state “all facts” upon  
26 which a contention is based, thus demanding that WME describe and expound the  
27 basis for and nature of a contention, this contention interrogatory involves mixed  
28 questions of law and fact, which “create disputes between the parties which are best



1 resolved after much or all of the other discovery has been completed.” Federal Rule  
2 of Civil Procedure 33, Advisory Committee Notes to the 1970 Amendments. It is  
3 generally accepted that courts “will not order responses to contention interrogatories  
4 until late in the pretrial period” and that “the wisest general policy is to defer  
5 propounding and answering contention interrogatories until near the end of the  
6 discovery period.” *In re Allergan, Inc. Sec. Litig.*, 2016 WL 10719393, at \*3 (C.D.  
7 Cal. Sept. 23, 2016)(internal quotation marks and brackets omitted); *see also Fischer*  
8 *& Porter Co. v. Tolson*, 143 F.R.D. 93, 95 (E.D. Pa. 1992) (“The interests of judicial  
9 economy and efficiency for the litigants dictate that ‘contention interrogatories are  
10 more appropriate after a substantial amount of discovery has been conducted.’”)  
11 (internal citations omitted).

12 Further, WME objects to this interrogatory to the extent that it seeks  
13 information protected by the attorney-client privilege, the work-product doctrine,  
14 statutory or constitutional rights to privacy or any other applicable privilege or  
15 immunity. WME objects to this interrogatory on the ground that it seeks information  
16 in the possession, custody, or control of WGAW or third parties. WGAW is certainly  
17 in the best position to know the specific facts of how it attempted to coerce the  
18 AMPTP into joining its boycott, and this same information is being sought by the  
19 Agencies in discovery propounded to the Guilds. WME objects to this interrogatory  
20 on the ground that this interrogatory seeks confidential and proprietary business  
21 information.

22 Notwithstanding and subject to the above general and specific objections,  
23 WME responds generally as follows, without prejudice to providing a supplemental  
24 answer to this contention interrogatory at a later and more appropriate time:

25 The Guilds attempted to extort the AMPTP into joining the group boycott  
26 through threats of frivolous litigation against the AMPTP, asserting that they would  
27 (frivolously) pursue claims against the AMPTP under Section 302 of the Labor  
28 Management Relations Act unless the AMPTP agreed to amend its collective

1 bargaining agreement with the Guilds to prohibit AMPTP members from doing  
2 business with agencies that refused to sign the Guilds’ Code of Conduct. Such threats  
3 of litigation by the Guilds were frivolous as a matter of law and the relief requested  
4 by the Guilds would also create a risk of liability to the AMPTP for violation of the  
5 antitrust laws. The Guilds have also sought to require the AMPTP to agree to cease  
6 working with agencies who do not agree to the Guilds’ Code of Conduct in ongoing  
7 negotiations with the AMPTP over the MBA. *See e.g.*, Letter from Carol A.  
8 Lombardini, President, AMPTP, to David Young, Executive Director, WGAW (Mar.  
9 25, 2019) (on file with author) (amendment requiring that AMPTP members refuse to  
10 deal with agents who do not sign the Code of Conduct “would subject [AMPTP], the  
11 WGA and individual writers to a substantial risk of liability for antitrust violations,”  
12 and AMPTP members “would also be at risk for violation of federal labor laws as  
13 well as state laws.”).

14 Discovery in this case is currently at a very early stage and WME has not  
15 completed its investigation into relevant matters. WME reserves the right to amend  
16 or supplement its response to this contention interrogatory based on additional  
17 information that may be elicited throughout the discovery process, including but not  
18 limited to information that is not currently in WME’s possession and testimony from  
19 expert witnesses. Pursuant to Fed. R. Civ. P. 33(d), WME may also produce  
20 documents and records from which information sought by this interrogatory can be  
21 determined.

22 **Interrogatory No. 7:**

23 If you contend the Guilds have combined in a “group boycott” with any  
24 “lawyer[] [or] manager[]” (FCC ¶148), as alleged in Paragraphs 144 through 148 and  
25 153, of the First Consolidated Complaint, Identify each such lawyer or manager; and  
26 for each such lawyer or manager, Identify the Writer for whom the lawyer or manager  
27 procured employment or negotiated overscale terms and conditions of employment  
28 (FCC ¶145).

1 **Response to Interrogatory No. 7:**

2 WME incorporates by reference each of the General Objections set forth above  
3 as though set forth here in full. WME objects to this contention interrogatory on the  
4 ground that it is premature, given the early stage of discovery in this case, including  
5 that limited discovery has been exchanged between the parties, and no discovery has  
6 been sought from third parties. Because it demands that WME describe and expound  
7 the basis for and nature of a contention, this contention interrogatory involves mixed  
8 questions of law and fact, which “create disputes between the parties which are best  
9 resolved after much or all of the other discovery has been completed.” Federal Rule  
10 of Civil Procedure 33, Advisory Committee Notes to the 1970 Amendments. It is  
11 generally accepted that courts “will not order responses to contention interrogatories  
12 until late in the pretrial period” and that “the wisest general policy is to defer  
13 propounding and answering contention interrogatories until near the end of the  
14 discovery period.” *In re Allergan, Inc. Sec. Litig.*, 2016 WL 10719393, at \*3 (C.D.  
15 Cal. Sept. 23, 2016)(internal quotation marks and brackets omitted); *see also Fischer*  
16 *& Porter Co. v. Tolson*, 143 F.R.D. 93, 95 (E.D. Pa. 1992) (“The interests of judicial  
17 economy and efficiency for the litigants dictate that ‘contention interrogatories are  
18 more appropriate after a substantial amount of discovery has been conducted.’”) (internal citations omitted).

19  
20 Further, WME objects to this interrogatory to the extent that it seeks  
21 information protected by the attorney-client privilege, the work-product doctrine,  
22 statutory or constitutional rights to privacy or any other applicable privilege or  
23 immunity. WME objects to this interrogatory on the ground that it seeks information  
24 in the possession, custody, or control of WGAW or third parties. WGAW is certainly  
25 in the best position to know the identity of the lawyers and managers who have joined  
26 the group boycott and the specific facts of those situations, and this same information  
27 is being sought by the Agencies in discovery propounded to the Guilds. WME objects  
28 to this interrogatory on the ground that this interrogatory seeks confidential and

1 proprietary business information. WME objects to this interrogatory on the ground  
2 that this interrogatory is compound, constituting an impermissible attempt to  
3 circumvent the 25 interrogatory limit set by Rule 33 of the Federal Rules of Civil  
4 Procedure.

5 Notwithstanding and subject to the above general and specific objections,  
6 WME responds generally as follows, without prejudice to providing a supplemental  
7 answer to this contention interrogatory at a later and more appropriate time:

8 The Guilds have specifically indicated that, following implementation of the  
9 Code of Conduct, they have been permitting and encouraging unlicensed managers  
10 and attorneys to illegally procure employment for writer-members, by specifically (if  
11 directly contrary to governing law) stating that such unlicensed managers and  
12 attorneys would be “permitted” by the Guilds to “procure employment and negotiate  
13 overscale terms and conditions of employment for individual Writers.” The Guilds  
14 even offered to indemnify such managers and attorneys against claims arising from  
15 their illegal representation. The Guild has announced that managers and attorneys are  
16 in fact working on behalf of its membership to secure employment. The knowledge  
17 of which managers and attorneys have taken up the Guilds on their encouragement to  
18 engage in illegal activity is something within the knowledge of the Guilds and their  
19 membership and that the Agencies are pursuing through discovery.

20 For example, in response to Agency interrogatory requests, the Guilds recently  
21 provided a list of over 1,000 unlicensed lawyers and managers with whom the Guilds  
22 communicated concerning participation in the group boycott, and the Agencies  
23 expressly refer the Guilds to Exhibit B of WGAW’s response to the First Set of  
24 Interrogatories propounded by UTA for the “potential” identities of lawyers and  
25 managers who are participating in the illegal group boycott.

26 Discovery in this case is currently at a very early stage and WME has not  
27 completed its investigation into relevant matters. WME reserves the right to amend  
28 or supplement its response to this contention interrogatory based on additional

1 information that may be elicited throughout the discovery process, including but not  
2 limited to information that is not currently in WME’s possession and testimony from  
3 expert witnesses. Pursuant to Fed. R. Civ. P. 33(d), WME may also produce  
4 documents and records from which information sought by this interrogatory can be  
5 determined.

6 **Interrogatory No. 8:**

7 State all facts upon which You rely to support Your contention that any lawyer  
8 or manager participated in the Guilds’ alleged “group boycott” (FCC ¶148) as alleged  
9 in Paragraphs 144 through 148 and 153 of the First Consolidated Complaint.

10 **Response to Interrogatory No. 8:**

11 WME incorporates by reference each of the General Objections set forth above  
12 as though set forth here in full. WME objects to this contention interrogatory on the  
13 ground that it is premature, given the early stage of discovery in this case, including  
14 that limited discovery has been exchanged between the parties, and no discovery has  
15 been sought from third parties. Because it demands that WME state “all facts” upon  
16 which a contention is based, thus demanding that WME describe and expound the  
17 basis for and nature of a contention, this contention interrogatory involves mixed  
18 questions of law and fact, which “create disputes between the parties which are best  
19 resolved after much or all of the other discovery has been completed.” Federal Rule  
20 of Civil Procedure 33, Advisory Committee Notes to the 1970 Amendments. It is  
21 generally accepted that courts “will not order responses to contention interrogatories  
22 until late in the pretrial period” and that “the wisest general policy is to defer  
23 propounding and answering contention interrogatories until near the end of the  
24 discovery period.” *In re Allergan, Inc. Sec. Litig.*, 2016 WL 10719393, at \*3 (C.D.  
25 Cal. Sept. 23, 2016) (internal quotation marks and brackets omitted); *see also Fischer*  
26 *& Porter Co. v. Tolson*, 143 F.R.D. 93, 95 (E.D. Pa. 1992) (“The interests of judicial  
27 economy and efficiency for the litigants dictate that ‘contention interrogatories are  
28

1 more appropriate after a substantial amount of discovery has been conducted.”)  
2 (internal citations omitted).

3 Further, WME objects to this interrogatory to the extent that it seeks  
4 information protected by the attorney-client privilege, the work-product doctrine,  
5 statutory or constitutional rights to privacy or any other applicable privilege or  
6 immunity. WME objects to this interrogatory on the ground that it seeks information  
7 in the possession, custody, or control of WGAW or third parties. WGAW is certainly  
8 in the best position to know the identity of the lawyers and managers who have joined  
9 the group boycott and the specific facts of those situations, and this same information  
10 is being sought by the Agencies in discovery propounded to the Guilds. WME objects  
11 to this interrogatory on the ground that this interrogatory seeks confidential and  
12 proprietary business information.

13 Notwithstanding and subject to the above general and specific objections,  
14 WME responds generally as follows, without prejudice to providing a supplemental  
15 answer to this contention interrogatory at a later and more appropriate time:

16 See response to Interrogatory No. 7.

17 Discovery in this case is currently at a very early stage and WME has not  
18 completed its investigation into relevant matters. WME reserves the right to amend  
19 or supplement its response to this contention interrogatory based on additional  
20 information that may be elicited throughout the discovery process, including but not  
21 limited to information that is not currently in WME’s possession and testimony from  
22 expert witnesses. Pursuant to Fed. R. Civ. P. 33(d), WME may also produce  
23 documents and records from which information sought by this interrogatory can be  
24 determined.

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1 DATED: October 30, 2020

WINSTON & STRAWN LLP

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**VERIFICATION**

I, Rick Rosen, am the Head of the Television Department at WME. I have reviewed the foregoing WME’s Second Supplemented Responses to WGAW’s First Set of Interrogatories. I believe, based on reasonable inquiry, that the foregoing answers are true and correct to the best of my knowledge and belief.

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

Executed on October 30, 2020 in Los Angeles, California.

Signed: /s/ Rick Rosen  
Rick Rosen



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**CERTIFICATE OF SERVICE**

**United States District Court for the Central District of California**

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

I am employed in New York, New York, I am over the age of eighteen years and not a party to this action. My business address is Winston & Strawn LLP, 200 Park Avenue, New York, NY 10166-4193. On October 30, 2020, I served the following document:

**PLAINTIFF AND COUNTERCLAIM-DEFENDANT WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, LLC'S SECOND SUPPLEMENTED RESPONSE TO FIRST SET OF INTERROGATORIES PROPOUNDED BY DEFENDANT AND COUNTERCLAIMANT WRITERS GUILD OF AMERICA, WEST, INC.**

by electronically transmitting copies of the document(s) listed above via email to the addressees as set forth below, in accordance with the parties' agreement to be served electronically pursuant to Fed. R. Civ. P. 5, or Local Rule of Court, or court order.

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Attorneys for CREATIVE ARTISTS  
AGENCY LLC

1 I declare under penalty of perjury under the laws of the United States of  
2 America that the above is true and correct.

3 Signed: /s/ Sun Ho Rhee Dated: October 30, 2020  
4 Sun Ho Rhee  
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