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

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

22 Plaintiffs and Counterclaim  
23 Defendants,

24 v.

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

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

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

**DECLARATION OF ELLEN  
STUTZMAN IN OPPOSITION TO  
PRELIMINARY INJUNCTION  
MOTIONS**

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

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

STUTZMAN DECL. IN OPP. TO PRELIMINARY INJUNCTION MOTION; Case No. 2:19-cv-05465-AB-AFM

1 I, Ellen Stutzman, declare as follows:

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

4 2. I am an Assistant Executive Director of the Writers Guild of America,  
5 West, Inc. (“WGAW”), a Defendant and Counterclaimant in this action. I have  
6 worked for WGAW since 2006 and have experience working in nearly all facets of  
7 WGAW’s operations. I have a Master of Business Administration degree from the  
8 Anderson School of the University of California at Los Angeles. Among my  
9 duties for WGAW are to supervise WGAW’s Legal Services, Contracts and  
10 Agency Departments. In addition, I serve as a trustee of the Writers’ Guild-  
11 Industry Health Fund and the Producer-Writers Guild of America Pension Plan  
12 (collectively, “Funds”), which administers pension and healthcare benefits to  
13 eligible members of WGAW and its sister union, Writers Guild of America, East  
14 (“WGAE”, and jointly with WGAW, the “Guilds” or “WGA”).

15 3. In performing my duties for WGAW, I frequently access and rely  
16 upon data from the Funds. The Funds are labor-management trust funds—separate  
17 legal entities from the Guilds responsible for administering the health and pension  
18 benefits of writers working under WGA collective bargaining agreement. The  
19 Funds provide access to certain plan participation data to the Guilds that I relied on  
20 in preparing this declaration.

21 4. Among the data that the Funds collects is information about  
22 contributions signatory companies (“Companies”) make to the Funds on behalf of  
23 writers working under a WGA collective bargaining agreement. As a trustee of the  
24 Funds, I am familiar with the Companies’ obligation to make contributions to the  
25 Funds. Companies make contributions to the Funds based on the compensation  
26 that they pay to writers covered by the Guilds’ industrywide collective bargaining  
27 agreement, the Writers Guild Theatrical and Television Basic Agreement or  
28 “MBA.” Currently, studios pay 11.5 percent of gross compensation for MBA-

1 covered services to the health fund and an additional 10 percent of gross  
2 compensation (8.5 percent for pilots and the first season of any one-hour series) to  
3 the pension plan, up to certain contribution caps.

4       5.     The Funds are multi-employer plans governed by the Taft-Hartley  
5 Act. Such plans are jointly managed by trustees appointed in equal numbers by the  
6 Guilds and Companies that are signatory to the MBA. The key attribute of multi-  
7 employer plans such as the Funds is portability—participants are allowed to  
8 change employers (i.e., work for different Companies) while continuing to  
9 accumulate benefits and keep their earned benefits. Notably, the Taft-Hartley Act  
10 provides that contributions may only be made on behalf of employees of signatory  
11 Companies. Moreover, the MBA provides that contribution may only be made  
12 based on gross compensation for writing services. Companies do not, and legally  
13 cannot, make contributions to the Funds for services performed by employees in  
14 additional capacities not covered by the MBA—for example, as a director, actor or  
15 producer.

16       6.     Attached to my declaration as **Exhibit A** is a true and correct copy of  
17 an Excel spreadsheet that shows the gross compensation on which contributions to  
18 the Funds were made on behalf of certain Guild members on certain projects. The  
19 dollar amount for each member reflects the compensation that the member earned  
20 for providing MBA-covered writing services during each quarter and for each  
21 project. As noted, because signatory companies cannot make contributions to the  
22 Funds based on compensation paid to participants for non-MBA-covered services,  
23 the dollar amounts in Exhibit A necessarily reflect compensation earned by the  
24 participant as a writer (i.e. performing MBA-covered services).

25       7.     The Funds generally receive data showing compensation for MBA-  
26 covered work that is broken down by specific project, but it is not always the case.  
27 The Funds sometimes receive compensation data that is not tied to a specific  
28 project when a writer is working under an “overall” deal, a type of contract where

1 the Company pays a writer-producer to develop projects exclusively for that studio  
2 over the contract term. Companies sometimes report the compensation data for  
3 writer-producers on overall deals as tied to the overall deal rather than a specific  
4 project developed under that deal (even if the writer is performing writing services  
5 on a specific project). This means that in some cases the Funds' database does not  
6 show writing compensation for a specific project developed under an overall even  
7 though the member has performed writing services, and has earned writing-based  
8 compensation, for working on that project.

9 8. The spreadsheet in Exhibit A was generated by an employee on the  
10 Information Technology staff at WGAW, whom I directed to pull fund  
11 contribution data for certain members. That individual then emailed the resulting  
12 spreadsheet to me. I also have access to the contribution data myself but cannot  
13 search for the data of multiple members at one time, which is something that IT  
14 staff can do.

15 9. Exhibit A shows, among other things, the following with regard to  
16 contributions to the Funds since the beginning of 2018 through available reporting  
17 for the third quarter of 2020:

- 18 ■ [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27 [REDACTED]  
28 [REDACTED]

1           ▪ [REDACTED]

2           10. Many of the writers listed in Exhibit A have also, since the beginning  
3 of 2018, earned compensation for writing services on other projects beyond those  
4 listed in Exhibit A. Attached to my declaration as **Exhibit B** is a true and correct  
5 copy of an Excel spreadsheet that lists individual payments (broken down by  
6 project) made to the Funds on behalf of those members listed in Exhibit A who  
7 also earned writing compensation on other projects beyond those listed in Exhibit  
8 A. As with the data in Exhibit A, all of the payments listed in Exhibit B reflect  
9 payments to the Funds on behalf of Guild members for writing compensation.

10           11. In performing my duties for WGAW, I also frequently access and rely  
11 upon data regarding the writing credits accorded to writers for works covered by  
12 the MBA. The determination of writing credit is governed by the MBA. Under the  
13 contractual procedure, a Company is required to propose writing credit by  
14 submitting a Notice of Tentative Writing Credits. Writers then have the  
15 opportunity to protest the proposed credits, and ultimately the writing credit is  
16 determined by the Guilds.

17           12. Writers do not receive credit on every script they work on. In many  
18 cases, writers are employed and compensated for providing MBA-covered services  
19 (thereby generating contributions to the Funds) without receiving a credit on the  
20 project or on the particular episode (in the case of a television series). However,  
21 writing credit may only be granted to writers performing MBA-covered writing  
22 services. Employees who exclusively work in other capacities—e.g., producing,  
23 directing—are not eligible for writing credit.

24           13. Attached to my declaration as **Exhibit C** is a true and correct copy of  
25 an Excel spreadsheet that shows the writing credits that certain Guild members  
26 have received since the beginning of 2018. All of the credits that appear on the  
27 spreadsheet reflect credit to writers for performing services covered by the MBA  
28 for a signatory Company. The spreadsheet in Exhibit C was generated by an

1 employee on the Information Technology staff at WGAW, whom I directed to pull  
2 this credit data for certain members. That individual then emailed the resulting  
3 spreadsheet to me. I also have access to the credit data myself but cannot search  
4 for the data of multiple members at one time, which is something that IT staff can  
5 do.

6 14. Exhibit C shows the following regarding writing credits earned by  
7 certain Guild members:

- 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]
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- [REDACTED]
- [REDACTED]

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

Executed this 3rd day of December, 2020 at Los Angeles, California.

  
\_\_\_\_\_  
Ellen Stutzman