

1 Stephen P. Berzon (SBN 46540)  
sberzon@altber.com  
2 Stacey Leyton (SBN 203827)  
sleyton@altber.com  
3 P. Casey Pitts (SBN 262463)  
cpitts@altber.com  
4 Andrew Kushner (SBN 316035)  
akushner@altber.com  
5 ALTSHULER BERZON LLP  
177 Post Street, Suite 300  
6 San Francisco, California 94108  
Telephone: (415) 421-7151  
7 Facsimile: (415) 362-8064

8 Anthony R. Segall (SBN 101340)  
asegall@rsglabor.com  
9 Juhung Harold Lee (SBN 315738)  
hlee@rsglabor.com  
10 ROTHNER, SEGALL & GREENSTONE  
510 South Marengo Avenue  
11 Pasadena, California 91101  
Telephone: (626) 796-7555  
12 Facsimile: (626) 577-0124

13 Ethan E. Litwin (*pro hac vice*)  
elitwin@constantinecannon.com  
14 W. Stephen Cannon (*pro hac vice*)  
scannon@constantinecannon.com  
15 CONSTANTINE CANNON LLP  
335 Madison Avenue, 9th Floor  
16 New York, New York 10017  
Telephone: (212) 350-2700  
17 Facsimile: (212) 350-2701

18 *Attorneys for Defendants and  
Counterclaimants*

Ann M. Burdick (*pro hac vice*)  
aburdick@wgaeast.org  
Writers Guild of America, East, Inc.  
250 Hudson Street, Suite 700  
New York, New York 10013  
Telephone: (212) 767-7800  
Facsimile: (212) 582-1909

*Attorney for Defendant and  
Counterclaimant Writers Guild of  
America, East, Inc.*

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

21 WILLIAM MORRIS ENDEAVOR  
ENTERTAINMENT, LLC, *et al.*,  
22 Plaintiffs and Counterclaim Defendants,  
23 v.  
24 WRITERS GUILD OF AMERICA,  
WEST, INC., *et al.*,  
25 Defendants and Counterclaimants,  
26 and PATRICIA CARR, *et al.*  
27 Counterclaimants.  
28

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

**DECLARATION OF GEOFF  
BETTS IN OPPOSITION TO  
PRELIMINARY INJUNCTION  
MOTIONS**

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

1 I, Geoff Betts, declare as follows:

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

4 2. Since 2019, I have worked as the Director of Contract Enforcement  
5 and Credits at Writers Guild of America, East (“WGAE,” and, collectively with its  
6 sister union Writers Guild of America, West, “the Guilds”). Prior to assuming my  
7 present position, I was employed as a Business Agent by WGAE, which I joined in  
8 2007.

9 3. As the Director of Contract Enforcement and Credits at WGAE my  
10 primary duty is enforcing, on behalf of Guild members, many of the Guilds’  
11 collective bargaining agreements, including the Guilds’ agreement with signatory  
12 production studios—the Writers Guild Theatrical and Television Basic Agreement  
13 (“MBA”).

14 4. Under the WGAE Constitution and By-Laws (“Constitution”), writers  
15 become eligible for membership only after working as a writer under a Guild  
16 collective bargaining agreement—such as the MBA—or selling a script they have  
17 written under a Guild collective bargaining agreement. Producers who do not also  
18 work as writers are ineligible for WGAE membership. Moreover, if a WGAE  
19 member ceases to be employed as a writer under a WGA collective bargaining  
20 agreement, he or she loses membership status after a period of time (usually ten  
21 years). The only exception to this rule is for a class of “lifetime” members who  
22 meet certain criteria for a sustained career and are thus recognized by their peers as  
23 writers despite their retirement from the craft.

24 5. Article XVI of the Constitution provides that the WGAW may adopt  
25 “Working Rules governing the working relationships of members with employers,  
26 agents, agents and others with whom writers have professional dealings in  
27 connection with writing services.” Working Rule 23 provides that “[n]o writer  
28 shall enter into a representation agreement whether oral or written, with any agent

1 who has not entered into an agreement with the Guild covering minimum terms  
2 and conditions between agents and their writer clients.” Violations of the working  
3 rules can result in the imposition of discipline on a member in accordance with  
4 Article X of the Constitution, subject to the notice and hearing requirements  
5 contained in Article X.B. In accordance with Working Rule 23, WGA members  
6 were not permitted to be represented by talent agencies that had not entered into a  
7 franchise agreement with the WGA as of April 13, 2019.

8         6. Only Guild members engaged in employment pursuant to the MBA  
9 are covered by Guild working rules, including Working Rule 23. Thus, a Guild  
10 member acting only in a non-writing capacity—for example, only as a producer or  
11 director—is not subject to Guild working rules and is not prohibited from being  
12 represented by a non-franchised agency as to such non-writing work. However, a  
13 Guild member engaged primarily in writing work as well as additional non-writing  
14 work covered by Article 14 of the MBA *is* subject to Guild working rules.

15         7. There are producers on some series who are not writers and who are  
16 not typically Guild members. These are usually executives of production  
17 companies who may supervise the logistics and budgets of series. Also, sometimes  
18 a director will serve as an executive producer of a series. They are well-known to  
19 those on the series as “non-writing executive producers” and typically monitor the  
20 schedules and budgets to affirm the decisions of the writer-showrunner. The work  
21 of such producers is not covered by the MBA; they typically have not worked as  
22 writers in the industry; and no money is paid into the Guilds’ benefit funds as a  
23 result of such work. Such executive producers are not covered by WGA Working  
24 Rule 23 regarding representation for their work. In rare cases, a non-writing  
25 executive producer may serve as the showrunner. It is well established that such  
26 non-writing showrunners are not employed under the MBA and are not subject to  
27 Working Rule 23.

28         8. Over the last few years, I have been involved on a daily basis in the

1 Guilds’ campaign with respect to regulating talent agent conflicts of interest.  
2 WGAE’s communications, as well as the Guilds’ in general, have been clear that  
3 Working Rule 23 does not apply to members working only in non-writing  
4 capacities but does apply to those doing non-writing work covered by Article 14 of  
5 the MBA. The Guilds’ communications to their members regarding Working Rule  
6 23 state that “TV writer/producer[s]”—i.e., hyphenates covered by Article 14—  
7 “cannot . . . be represented as a producer by an agency not signed to the Code of  
8 Conduct,” Dkt. 42-5 at 2, but further state that “[t]he Guild cannot direct you to  
9 leave your agency for non-writing areas of work,” Dkt. 42-4 at 11. In making this  
10 distinction clear to their members, the Guilds sought to prevent hyphenates and  
11 their non-franchised agencies from evading Working Rule 23 by recharacterizing  
12 MBA-covered employment as strictly non-writing work, while noting that  
13 members may still be represented by non-franchised agencies for legitimate non-  
14 writing work that had never been covered by the MBA.

15 9. The WGAE Contract Enforcement and Credits Department has  
16 received questions from WGAE staff and members concerning Working Rule 23  
17 compliance, and WGAE staff give advice consistent with Guild policy as reflected  
18 in Working Rule 23 and the Guilds’ communications in the immediately preceding  
19 paragraph.

20 10. Article XVI of the Constitution provides that violations of the WGAE  
21 Code of Working Rules are subject to discipline under Article X of the  
22 Constitution. To date, since April 12, 2019, there have been no formal disciplinary  
23 proceedings and no disciplinary action taken against any member on the basis of a  
24 Working Rule 23 violation.

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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 New York, New York.



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Geoff Betts