

THE FOLLOWING ARTICLES AND DOCUMENTS SHOW HOW SAG RECORDS WERE SEALED -- AND LEFT SEALED BY THE CLASS ATTORNEY IN SPITE OF A JUDGE'S CONCERN THAT THEY BE OPENED FOR ACTORS' REVIEW

By William Richert, Lead Plaintiff WGA Foreign Royalty Case

"I arrived at 8:45 in the morning of October 26 2011 at LA SUPERIOR COURT and along with my wife sat outside the closed court doors awaiting my hearing.

The hearing never came. After an hour or so chatting on the small bench in the hallway with Variety's Dave McNary about why Dave wasn't writing about the foreign levy checks he'd been shown by expert witness Eric Hughes, there came a call as the court doors opened.

I heard my name across the hall from the courtroom. A clerk was saying that the Judge wanted to see Mr. Richert.

Me? Why, I'd been there all along -- so I got up along with the Variety reporter Dave and we entered the courtroom and there indeed was Judge West striding over to me holding the pages of requests I'd given the clerk to give to him.

"We're making progress, Mr. Richert," said the Judge, handing me back the papers.

"What about new accountants, Judge?" I asked. "KMPG really works for the WGA."

"They are a top four firm," said the Judge. "And I'm pleased to tell you that Neville Johnson has been born again."

I had asked that Neville either resign the case or be "born again" with total forthrightness and transparency.

Later that day I got an email containing the story below in the first article.

The SAG records had been sealed, and I had been kept out of the hearing I showed up to attend as Lead Plaintiff."

-WR



SAG seeks seal on foreign levies info

OCTOBER 26, 2011 | 06:01PM PT

Guild cites confidentiality in request to state judge

Dave McNary (<http://variety.com/author/dave-mcnary/>)

Film Reporter

@Variety DMcNary (<http://twitter.com/@Variety DMcNary>)

The Screen Actors Guild has asked a state court judge to seal information about how it handles millions of dollars of foreign levies as part of the settlement in the tangled class-action suit over the funds.

Lawyers for Ken Osmond, who filed the suit over the funds in 2007, oppose the motion and assert that SAG is required by federal labor law to disclose any disbursements of more than \$5,000.

At issue is an exhibit dubbed a Foreign Royalty Status Table, which details the status of SAG's foreign levy program, including specific dollar amounts collected from the inception of the program through March 21, 2011.

SAG is insisting that it has "an overriding interest" in protecting its confidential financial information which outweighs "right of public access" to the information. "If this motion is denied, then sensitive confidential

financial information will be exposed, to SAG detriment,” the guild said in a filing to Superior Court Judge Carl West.

The judge met with attorneys for more than an hour Wednesday and said he’d decided not to hold a public hearing that had been scheduled to address unresolved issues that he didn’t identify, adding that he’s scheduled a Jan. 10 hearing.

“We have identified several open issues and reporting requirements,” he told William Richert, the lead plaintiff in a similar suit filed against the Writers Guild of America.

Neville Johnson, attorney for Richert and Osmond, said Wednesday that the confidentiality issue remains unresolved. He’s contended that SAG’s required to disclose the information to the U.S. Dept. of Labor under the Labor-Management Reporting Act in a Form LM-2 and that the majority of the dollar amounts detailed on Exhibit 1 are in excess of \$5,000.

“Further, the foreign levy funds detailed in Exhibit 1 are being paid out to members of the class, and thus are distributions of SAG,” Johnson contended. “Therefore, the contents of Exhibit 1 are to be included in SAG’s report to the DOL and must be included on the Form LM-2. As stated above, such report is to be made public. As a result, SAG has an obligation to make the contents of Exhibit 1 public.”

The Osmond suit was settled earlier this year and the Richert suit was settled in June 2010. In 2008, the Directors Guild of America settled a suit filed by William Webb.

The lawsuits stem from “foreign levies” for American actors, writers and directors — which began to flow in 1989 after the U.S. agreed to the terms of the Berne Convention, which established the right of authorship for

individuals who create works of art. SAG, the WGA and the DGA began collecting the foreign funds in the early 1990s on behalf of members and nonmembers who had a stake in films and TV programs.

The funds are collected from countries through mechanisms such as taxes on video sales and [rentals \(http://variety411.com/us/new-york/set-design-construction-rentals/\)](http://variety411.com/us/new-york/set-design-construction-rentals/) to compensate copyright holders for reuse. All three guilds have denied any wrongdoing. SAG announced earlier this year that it had created an online Foreign Royalties tracker for actors and asserted that the guild has collected \$18.1 million in foreign royalties for performers and had distributed \$8.78 million in more than 273,000 checks to more than 76,000 individuals.

Johnson said that both sides have resolved long-standing disagreements on the issue of engaging consultants Donald Jasko and Daniel Gervais to review the foreign levies programs at SAG and the WGA West.

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NOTE TO ANYONE READING THIS IN 2014:

THE FOLLOWING TRANSCRIPT FROM THE LAST HEARING IN THE COURT OF JUDGE WEST HAS BEEN MARKED UP AND UNDERLINED BY THE LEAD PLAINTIFF (ME, WILLIAM RICHERT,) AND THE UNMARKED ORIGINAL IS PRESENTLY LOST IN DEEP FILES, SO PLEASE IGNORE THE ANNOTATIONS AND MARKS.

TWO YEARS AGO JUDGE WEST THOUGHT THE NEXT JUDGE TO INHERIT THE CASE WOULD BE JUDGE FREEMAN, BUT INSTEAD THE CASE WENT TO JUDGE WILEY, JR., WHERE IT RESIDES TODAY, APRIL 28, 2014.

YOU CAN READ FOR YOURSELVES HOW JUDGE WEST EXPECTS THE WGA AUDIT TO BE LOOKED AT BY THE JUDGE WHO FOLLOWS HIM, AND READ ALSO HOW HOW THE JUDGE SPEAKS ABOUT SEALING THE SAG RECORDS, ASKING NEVILLE JOHNSON TO 'BEAR THE BURDEN' OF UNSEALING THE RECORDS IF NECESSARY.

WHEN THE CASE WAS TRANSFERED TO ANOTHER COURT, IN 2012, NEVILLE JOHNSON DID NOTHING ABOUT UNSEALING THE SAG RECORDS, SO THEY HAVE BLOCKED ACCESS TO A TRUE SAG ACCOUNTING.

SAME SUBTERFUGE AND COMPLICITY HAPPENED WITH THE DGA.

PLEASE REVIEW THIS TRANSCRIPT AND COMPARE IT WITH THE HEARINGS IN FRONT OF JUDGE WILEY IN AUGUST 2012 (to be posted shortly) AND IT BECOMES EVIDENT THAT THE LAWYERS ON BOTH SIDES HID CRUCIAL INFORMATION FROM THE NEW JUDGE, INFORMATION THAT WOULD HAVE MADE A HUGE DIFFERENCE IN THE MONEY PAID TO THE CLASS AND THE COPYRIGHTS OWNED BY WRITERS NOT MEMBERS OF THE WGA, AND NEVER PAID BY THE STUDIOS. -WR, April, 2014

THE
JUDGE IS
ASKING
NEVILLE
TO MAKE A
MOTION
TO
COMPEL
COMPLIAN
CE -- BUT
THIS
MOTION
IS NEVER
MADE

1 THE COURT: YOU'RE NOT PLAYING WELL TOGETHER IN THE
2 SANDBOX. AND THE BOTTOM LINE IS, YOU KNOW, SO WE
3 FORMALIZE IT A LITTLE MORE, I DON'T WANT YOU TO ARGUE HERE
4 ANYMORE IN FRONT OF ME. IT DOES NOT DO ANY GOOD. WHAT
5 ARE WE GOING TO CALL THIS MOTION?

6 MR. SCHECTER: IF I CAN MAKE ONE LAST POINT HERE,
7 YOUR HONOR. I THINK THE COURT'S COMMENTS IN THE TENTATIVE
8 AND TODAY ARE VERY INSTRUCTIVE. OBVIOUSLY, WE AGREE WITH
9 THE BULK OF THEM. ONE OF THE REASONS WE WANT THE MOTION
10 FILED, WE WANT TO ENSURE COUNSEL TAKES A POSITION ON THE
11 RECORD AND SUPPORTS IT WITH FACT AND LAW.

12 AND I JUST -- I'M HOPEFUL THAT YOUR COMMENTS
13 ON THE RECORD TODAY IN THE TENTATIVE AS WELL, WILL GET US
14 CLOSER.

15 THE COURT: I'D LIKE TO THINK THEY WOULD, AND
16 THAT'S WHY I GIVE THEM TO YOU, BUT I CAN'T -- I'M NOT A
17 MIRACLE WORKER. I'M JUST NOT GOING TO JUST PULL IT OUT OF
18 THE SKY AND MAKE AN ORDER HERE TO COMPEL THINGS. I REALLY
19 DON'T HAVE A FULL AND COMPLETE RECORD OF IT.

20 I HAVE ENOUGH INFORMATION PROBABLY TO BE
21 DANGEROUS, BUT, YOU KNOW, THAT'S THE WAY I OPERATE
22 DAY-IN-AND-DAY-OUT. WE'LL GET IT ON THE TABLE AND A
23 MOTION TO COMPEL FOR COMPLIANCE WITH THE SETTLEMENT
24 AGREEMENT, OR IS THAT WHAT YOU WANT TO CALL IT?

25 MR. JOHNSON: THAT'S FINE.

26 THE COURT: WHEN DO YOU WANT TO FILE THAT?

27 MR. JOHNSON: TWO WEEKS.

28 THE COURT: SO BY JANUARY 24TH?

1 MS. BROWN: THAT'S FINE, YOUR HONOR.

2 THE COURT: OPPOSITION OF THE MOTION TO BE FILED BY
3 WHEN? YOU TELL ME WHAT YOU NEED, MR. SCHECTER?

4 MR. SCHECTER: COULD I HAVE UNTIL THE 14TH, YOUR
5 HONOR?

6 THE COURT: WHAT AN APPROPRIATE DATE FOR THE TWO OF
7 YOU TO EXCHANGE SOMETHING.

8 MR. SCHECTER: VERY GOOD, YOUR HONOR.

9 THE COURT: AND HOW MUCH TIME DO YOU WANT FOR THE
10 REPLY?

11 MS. BROWN: HOW ABOUT THE 24TH OF FEBRUARY?

12 THE COURT: ONE WEEK.

13 MR. JOHNSON: THAT'S TEN DAYS.

14 THE COURT: YES, THAT'S FINE. I'LL SET THE HEARING
15 ON -- HOW ABOUT MARCH 7TH? I'D LIKE TO GET -- JUDGE
16 FREEMAN WILL BE COMING IN HERE, KEN FREEMAN, AND BECAUSE
17 HE DOESN'T HAVE --

18 MR. JOHNSON: FAMILY LAW? WASN'T HE IN FAMILY LAW?

19 THE COURT: HE MIGHT HAVE BEEN AT ONE POINT. I'M
20 NOT SURE -- ARE YOU SURE?

21 MR. JOHNSON: I THINK HE WAS.

22 THE COURT: LONG, LONG TIME AGO. HE'S BEEN IN
23 CIVIL FOR YEARS. BUT I'D LIKE TO GIVE HIM AMPLE TIME.

24 MR. SCHECTER: YOUR HONOR, IS IT POSSIBLE TO PUSH
25 IT A WEEK LATER OUT? I'M GOING TO BE TIED UP IN MEETINGS
26 OUT OF TOWN.

27 THE COURT: THE WEEK OF THE 5TH?

28 MR. SCHECTER: YEAH. CAN WE DO IT THE LATTER PART

"IF THERE IS AN ISSUE CONCERNING SOMETHING
THAT SHOULDN'T BE REMAINING PROPRIETARY OR
CONFIDENTIAL" -- Judge West asks the class counsel

29

1 OF THE WEEK, 14TH, 15TH, OR 16TH?

2 THE COURT: HOW ABOUT 11:00 ON THE 16TH?

3 MR. SCHECTER: WHEN DOES JUDGE FREEMAN TAKE THE
4 DOCKET OVER?

5 THE COURT: AT THE END OF THE MONTH.

6 MR. SCHECTER: END OF JANUARY?

7 THE COURT: YES. ANYTHING ELSE ON DIRECTORS GUILD
8 CASE?

9 MR. SCHECTER: NO.

10 MR. JOHNSON: NO.

11 THE COURT: OKAY. ON THE OSMOND CASE, THE SCREEN
12 ACTORS GUILD CASE, LET'S CLEAR UP THIS WEEK, PLEASE. MY
13 COMMENT ON THE EVALUATION AGREEMENT AND THE CONFIDENTIAL
14 PROVISIONS, THIS IS JUST TYPICAL OF WHAT WE SEE ALL THE
15 TIME. I DO NOT SEE WHY WE SHOULD BE SHIFTING THE BURDEN
16 OR REVERSING THE BURDEN. IF SOMEBODY COMES IN AND REVIEWS
17 PROPRIETARY OR CONFIDENTIAL OR TRADE SECRET TYPE
18 INFORMATION, WHATEVER IT MAY BE, THEY GENERALLY AGREE THAT
19 IT WILL ALL BE CONFIDENTIAL. THEY DON'T REVEAL IT TO
20 ANYBODY.

the class
lawyer
never
makes a
motion to
unseal the
records at
SAG

21 IF THERE'S AN ISSUE CONCERNING SOMETHING
22 THAT SHOULDN'T BE REMAINING PROPRIETARY OR CONFIDENTIAL,
23 THE PARTY THAT IS CHALLENGING APPROPRIATION SEEMS TO ME
24 OUGHT TO HAVE THE BURDEN OF GOING IN AND SAYING, "WE DON'T
25 THINK THIS SHOULD REMAIN CONFIDENTIAL."

26 THEY'RE OPENING UP THEIR RECORD AND BOOKS.
27 I DON'T KNOW. IT'S PROBABLY OVER-INCLUSIVE AT SOME LEVEL
28 TO HAVE A BLOG-FORM CONFIDENTIALITY AGREEMENT FOR A

KENYNIA D. DARDEN, CSR

PHOTOCOPYING OF TRANSCRIPT PROHIBITED PURSUANT TO COURT ORDER

1 CONSULT AND THE REVIEW, BUT EVEN IF IT'S OVERBROAD, IT'S
2 TYPICAL OF WHAT'S GENERALLY DONE.

3 MR. JOHNSON: IT'S OKAY. IT PUTS THE BURDEN ON US.
4 WE WILL CARRY THAT BURDEN.

5 THE COURT: I KNOW. I PUT IT RIGHT WHERE IT
6 BELONGS BECAUSE YOU ARE WELL EQUIPPED CAPABLE OF WHATEVER
7 BURDEN --

8 MR. JOHNSON: THESE SHOULDERS WILL NOT SAG.

9 THE COURT: I'M NOT WORRIED ABOUT THAT.

10 AS FAR AS THE DISCUSSION WITH THE
11 CONSULTANTS, IT SHOULD BE A ROUND TABLE DISCUSSION WITH
12 EVERYBODY PRESENT. THIS WHOLE IDEA THAT, YOU KNOW,
13 THERE'S GOING TO BE INTIMIDATION OR THERE'S GOING TO BE
14 MISDIRECTION OR SOMETHING ELSE, IF THERE'S WRONGDOING, YOU
15 COME INTO THE COURT AND WE'RE HERE TO ELIMINATE
16 WRONGDOING.

17 BUT ANY PROPHYLACTIC ORDER BEFORE ANYTHING
18 HAS BEEN DONE WRONG, I WORK ON THE ASSUMPTION THAT PEOPLE
19 ARE HONORABLE AND THEY TRY TO DO THE RIGHT THING. I THINK
20 WHAT YOU'RE ASKING ME TO DO BY CHANGING IT AROUND, WHOSE
21 TO SAY THE CONSULTANTS THAT ARE TALKING TO THE ACCOUNTANTS
22 MIGHT MISLEAD THE ACCOUNTANTS? I'M NOT CALLING EITHER
23 SIDE. I SAY BOTH SIDES ARE GOING TO BE HONORABLE AND DO
24 THE RIGHT THING. SET UP A MEETING; GET EVERYONE IN THERE.
25 IF THERE'S PROBLEM WITH IT, COME BACK TO COURT.

26 MS. BROWN: YOUR HONOR, BOTH SIDES ARE GOING TO BE
27 DOING THE RIGHT THING, THE ACCOUNTING FIRM AND THE
28 CONSULTANTS. WE NEED FOR S.A.G. TO BE PRESENT. IF CLASS

KENYNIA D. DARDEN, CSR

PHOTOCOPYING OF TRANSCRIPT PROHIBITED PURSUANT TO COURT ORDER

1 COUNSEL IS NOT GOING TO BE PRESENT AT THE TIME THAT
2 THEY'RE MEETING AND CONFERRING OVER THESE ISSUES, I DON'T
3 UNDERSTAND WHY S.A.G. NEEDS TO BE THERE.

4 THE COURT: WELL, S.A.G. IS PROVIDING THE
5 ACCOUNTANTS WITH THE INFORMATION AND YOUR CONSULTANTS ARE
6 ONLY SEEKING TO CLARIFY THE INFORMATION THAT'S BEEN
7 PROVIDED BY S.A.G.'S ACCOUNTING FIRM. I JUST, YOU KNOW, I
8 ASSUME THAT EVERYBODY WILL BE THERE IN GOOD FAITH, ASKING
9 REASONABLE QUESTIONS, GETTING REASONABLE RESPONSES AND
10 INFORMATION, AND THERE'S NO REASON FOR IT TO BE HIDDEN
11 FROM EITHER SIDE.

12 THE IDEA IS TRANSPARENCY AND NOT A
13 UNILATERAL, YOU KNOW, INVESTIGATION TO SEE WHAT DARTS YOU
14 CAN THROW AT S.A.G.

15 MR. JOHNSON: CAN WE JUST UNDERSTAND THAT THE
16 MANDATE OF THE COURT TO INVOLVE ALL THE PARTIES IS TO BE
17 FORTHCOMING AND NOT PREVENT OUR CONSULTANTS TO HAVE A FULL
18 DISCLOSURE?

19 THE COURT: IF THERE'S LESS THAN A REASONABLE AND
20 FULL DISCLOSURE, AS APPROPRIATE UNDER THE TERMS OF
21 AGREEMENT, I'M SURE YOU'LL BE BACK IN COURT, AND THAT'S
22 WHAT THE COURT'S FOR, TO SOLVE THE PROBLEMS; BUT, YOU
23 KNOW, IF YOU GO IN AND YOU'RE STONED-WALLED, YOU COME BACK
24 TO COURT.

25 YOU CAN BE STONE-WALLED IN THE PRESENCE OF
26 THE S.A.G. REPRESENTATIVES JUST AS EASY AS YOU CAN BE
27 STONE-WALLED BY YOURSELF. I THINK IT OUGHT TO BE OPEN. I
28 DON'T SEE ANY REASON -- THERE'S A LEVEL OF MISTRUST HERE

1 THAT'S BEEN DEVELOPED OVER AN EXTENDED PERIOD OF TIME.

2 IT TAKES SOME TIME TO GET OVER. AND SO
3 EITHER YOU'RE GOING TO THE INFORMATION OR YOU'RE NOT. IF
4 YOU DON'T GET IT, YOUR DISTRUST IS GOING TO REMAIN.
5 YOU'RE GOING TO COME INTO COURT. THE COURT IS EITHER
6 GOING TO ORDER IT IF IT'S APPROPRIATE, OR THEY'RE NOT
7 GOING TO ORDER IT.

8 MR. JOHNSON: YEAH. THE NEXT ISSUE HAS TO DO WITH
9 THE SUFFICIENCY OF INFORMATION PROVIDED BY THE CLASS
10 MEMBER AND PAYMENTS HERE. HERE, IT HAS TO DO WITH --
11 THEY'RE GETTING MONEY -- WE DON'T BELIEVE THERE'S ADEQUATE
12 STATEMENT OF FROM WHAT TERRITORY, FROM WHAT PERIOD OF
13 TIME, AND WHAT COLLECTION SOCIETY.

14 I BELIEVE THE ARGUMENT OF S.A.G. IS THAT,
15 WELL, IT'S DIFFICULT AT TIMES TO DO THIS BECAUSE WE GET
16 OUR STATEMENTS AT DIFFERENT TIMES FROM WHEN WE MAY GET THE
17 MONEY. I THINK WHAT WE'RE SAYING HERE IS: LOOK, IF IT
18 CAN BE DONE WITHOUT A LOT OF HASSLE, THEN PROVIDE WHAT YOU
19 CAN. BUT WHY SHOULDN'T MEMBERS AND NON-MEMBERS BE ALLOWED
20 TO SEE YOU'RE FINALLY GETTING PAID FROM 1970 -- 1994 FROM
21 SWEDEN AND FOR THIS TITLE. THAT'S ALL WE'RE ASKING FOR.
22 WE BELIEVE THIS IS SOMETHING THAT IS STANDARD OR SHOULD
23 BE, AND SHOULD BE PROVIDED TO ALL --

24 THE COURT: I'M LOOKING AT MY NOTES FROM
25 OCTOBER 26TH. THAT'S EXACTLY THE SAME ISSUE WE HAD THEN.
26 THE FOLLOWING ISSUES WERE TO BE ADDRESSED BY THE PARTIES.
27 AND ONE OF THEM WAS THAT: "THE PARTIES WILL HAVE
28 ADDRESSED THE SUFFICIENCY OF INFORMATION PROVIDED TO CLASS

1 MEMBERS WITH PAYMENTS MADE UNDER THE TERMS OF THE
2 SETTLEMENT AND ADVISE THE COURT OF ANY DISPUTE CONCERNING
3 THE NEED FOR ADDITIONAL INFORMATION."

4 NOW, DID YOU MAKE ANY PROGRESS ON THAT, OR
5 ARE WE IN THE EXACT SAME POSITION THAT WE WERE BEFORE? I
6 BROUGHT THAT UP. I PULLED IT OUT OF MY NOTES FROM THE
7 26TH. I'M NOT EVEN SURE IT WAS -- THAT IT'S THE JOINT
8 STATEMENT THAT YOU FILED WITH ME IN ADVANCE TO THIS
9 HEARING, AND SO I KIND OF THOUGHT IT WAS GONE. MAYBE IT
10 WASN'T.

11 MR. SCHECTER: AS DID WE. IT'S NOT IN THERE. IT
12 WAS RECEIVED BY PLAINTIFF'S COUNSEL, BUT IF I CAN MAKE A
13 SUGGESTION?

14 IN THE S.A.G. CASE, THERE IS A ROLE FOR
15 CONSULTANTS. WE TRIED TO EXPLAIN TO COUNSEL AND
16 CONSULTANTS, IN A PRELIMINARY WAY, THAT IT WOULD BE
17 BURDENSOME. THIS STRIKES ME AS A KIND OF ISSUE THAT
18 IDEALLY WILL BE RESOLVED WITH COLLOQUY BACK AND FORTH.
19 AND COUNSEL SHOULD RESERVE ITS POSITION.

20 AND IF THE CONSULTANTS AREN'T SATISFIED THAT
21 WE'VE EXPLAINED TO THEM WHY THE INFORMATION WE GIVE IS THE
22 MAXIMUM WE CAN REALLY GIVE WITHOUT A GREAT DEAL OF
23 ADMINISTRATIVE BURDEN, THEN THEY CAN COME BACK; BUT I
24 THINK MR. JASKO AND GERBAY WILL HAVE A CHANCE TO HEAR
25 DIRECTLY FROM THE HORSE'S MOUTH, THE PEOPLE OF THE S.A.G.,
26 THE PEOPLE TO ADMINISTER THE PROGRAM, TO WHY ADDING THAT
27 KIND OF INFORMATION WOULD BE PROBLEMATIC, PROBLEMATIC NOT
28 FOR CONFIDENTIALITY REASONS, PROBLEMATIC FOR CONFIDENTIAL

FOUR MONTHS LATER NEVILLE JOHNSON & CO, ALONG WITH TONY SEGALL AND SAG'S DANIEL SCHECTER, APPEAR IN FRONT OF JUDGE WILEY.

THEY DON'T SAY NOTHIN' ABOUT ANY SEALED RECORDS. NEVILLE MAKES NO MOTION TO 'UNSEAL' THE RECORDS

NOTE: THE COURTROOM TRANSCRIPT IS MARKED WITH MY COMMENTS, BUT THE TEXT IS CLEAR EVEN WHEN UNDERLINED. NEVILLE JOHNSON HINTS THAT SOMETHING MAY BE WRONG WITH SAG'S COMPLIANCE, BUT DOES NOT MENTION ANYTHING ABOUT 'SEALED RECORDS' ON MAY 16, 2012

"What I've just said, respectfully, is that I'm not going to permit you to speak. It's not the conventional approach, and it leads to trouble." Judge Richard Shepard Wiley, Jr.

"There is trouble, Your Honor, already." Writer William Richert,

ET.AL. CARL GOTTLIEB, PATRIC
VERRONE, JOHN WELLS, DAVID YOUNG,
DANIEL PEITRIE JR. BRIAN WALTON, DON
GOR, CHRISOHER KEYSER, DANIEL
PETRIE JR. WGAW BOARD OF DIRECTORS

**The WGAw Board
of Directors are
responsible for the
conduct and actions
of their Counsel,
Anthony Segall, and
their payoffs to
whistle blowers and
the settlement which
is in breach;
although the
lawyers say it is not.**



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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT NO. 311

HON. JOHN SHEPARD WILEY JR., JUDGE

WILLIAM RICHERT, ET AL.,)
)
 PLAINTIFFS,)
)
 VS.)
)
 WRITERS GUILD OF AMERICAN)
 WEST, INC.,)
)
 DEFENDANT.)

CASE NO. BC 339972
R/T BC 377780 (OSMOND)
BC 352621 (WEBB)

REPORTER'S TRANSCRIPT OF PROCEEDINGS

WEDNESDAY, MAY 16, 2012

APPEARANCES:

FOR THE PLAINTIFFS IN
WEBB, OSMOND, AND
RICHERT:

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COPY

LINDA L. COMSTOCK, CSR NO. 3741
OFFICIAL REPORTER

Osmond is a SAG actor, and Webb is a non union director. No other plaintiffs exist for these classes. No depositions were conducted.

Neville Johnson represents the class action lawsuits against all 3 unions.

On Jan 10 Neville Johnson and Tony Segall told Judge West the WGAw audit was on the website. It was "not an audit." The WGAw settlement remains in breach. Nobody says this to the new Judge Wiley in this hearing.

At first Neville said the WGAw was in breach of settlement, but since then Consultant Donald Jasko found that the WGAw was in compliance when Don Gor at the WGAw agreed to his fees. The WGA put up its bogus "audit" on the internet after Judge West retired.

William Richert June 11, 2012 5:34 PM

1

1 LOS ANGELES, CALIFORNIA; WEDNESDAY, MAY 16, 2012; 8:31 A.M.
2 DEPARTMENT NO. 311 HON. JOHN SHEPARD WILEY JR., JUDGE
3

4 THE COURT: Good morning, everyone.

5 We are on the record; and, counsel, which matters
6 are you appearing? Let's get appearances and find out exactly
7 which cases you're on.

8 MR. JOHNSON: This is Neville Johnson, Johnson & Johnson,
9 and I'm here on Osmond, Richert, and Webb.

10 THE COURT: So that's number one, two, and four on our
11 calendar.

12 Somehow, number three, the Montana Caregivers, got
13 stuck in the middle. And you know nothing about that case;
14 correct?

15 MR. JOHNSON: No. I've been to Montana, but I don't know
16 anything about the case.

17 THE COURT: I think it's about marijuana. That's my
18 belief, and I think it's got nothing to do with these other
19 three cases.

20 Let's get all appearances.

21 MS. BROWN: Noelle Brown also from Johnson & Johnson on
22 behalf of plaintiffs Osmond, Webb, and Richert; so one, two
23 and four.

24 MR. JOHNSON: I want to say this is Don Jasko, who is a
25 consultant on all three cases and is also a lawyer.

26 THE COURT: And is making an appearance.


27 MR. JASKO: No. I'm just here as an expert, Your Honor,
28 not as counsel.

Tony Segall has provided the same false facts in court since 2005, never getting tired of repetition without compliance.

Dan Schecter represents both SAG and the DGA since he first gave false testimony to Judge Morrow in federal court in 2005. DGA has have been taking non-members foreign royalties for over 20 years, and splitting with the studios of MPAA. Dan gets gigantic fees, his firm gets fees, but members of the union have not gotten an accounting, and they do not realize their union has made over 300 million (not counting the split with the studios of 800 million more) that belong to directors who never signed a DGA contract. DGA members would not like taking money that does not belong to them, but their leaders have no such scruples.


Neville Johnson told me nothing was going to happen at this hearing. I went anyhow.

1 THE COURT: All right. You are now on the record,
2 however. And welcome. Let's continue.

3  MR. SEGALL: Your Honor, Anthony Segall in number four,
4 Richert versus WGA for the Writers Guild.

5 MR. SCHECTER: Good morning, Your Honor.

6 Dan Schecter of Latham & Watkins. I represent the
7 Directors Guild of America and the Screen Actors Guild. I
8 apologize. I don't have the numbers correlated.

9  THE COURT: Well, I think that's one and two, Directors
10 Guild is in the Webb case.

11 MR. SCHECTER: Yes, Your Honor.

12 THE COURT: And the Screen Actors Guild is in the Osmond
13 case; correct?

14 MR. SCHECTER: Yes, Your Honor.

15 THE COURT: Do we have other attorneys who are involved
16 in Webb, Osmond, or is it Richert?


17 MR. JOHNSON: That's Mr. Richert.

18 MR. RICHERT: I'm the plaintiff in the WGA case. I'm
19 five minutes late. I'm sorry.

20 THE COURT: You're certainly entitled to come sit at
21 counsel table here. The case is named after you.

22 MR. RICHERT: Thank you.

23 THE COURT: It's a rare pleasure for me to meet the
24 actual people who named these cases; so please do come and
25 have a seat.

26  MR. RICHERT: Thank you. Actually, I've been the only
27 one here for these past eight years. So I'm glad to be part
28 of it today.

In the back of courtroom, not introduced, sit Robert Hadl and his associate. Hadl is advisor to attorneys for WGA, DGA, SAG and also to NEVILLE JOHNSON AND PAUL KIESL, who are my lawyers in the class action. How does Mr. Hadl, who was part of the foreign levy scheme from the beginning, sit in the courtroom unannounced but with total sway over the lawyers? Good question. Dan does not tell the Judge about Hadl.

Preposterously, after settling years ago, SAG is still arguing about engaging the consultants. It is probable that once they DO agree to pay Donald Jasko and Neville's new fees, they will be said to comply like the WGA is being said to comply. Unbelievably, as the first complaint was filed in 2007, still there is no audit/accounting of the hundreds of millions -- billions, no doubt -- that belong to SAG actors NOT TO MENTION THE MILLIONS OWED NON UNION ACTORS who never had any voice at all in their fate.

"Perform an analysis and MAKE RECOMMENDATIONS?" Neville filed a suit against SAG for fraud etc. involving millions 5 years ago -- and SAG settled for MEMBERS ONLY leaving non-members to fend for themselves (until today, if we have anything to say about it.) Where the hell is the money? Where is the accounting? This is all double-speak.

1 THE COURT: Do have a seat and be comfortable.

2 Now, let's just inquire in the back. Counsel, are
3 you here on some other matters?

4 MR. SCHECTER: Your Honor, they're representatives of one
5 or more parties, but they will not be making an appearance.

6 THE COURT: All right, then. Welcome to everybody.
7 Welcome to Department 311.

8 Now, who would like to summarize the status of the
9 cases here this morning?

10 MR. JOHNSON: I'm happy to do so. All right.

11 With respect to Osmond, which is the Screen Actors
12 Guild case, after a lot of wrangling, we reached an agreement
13 with respect to the terms of engagement for the consultants.
14 We just haven't received a signed copy yet. Maybe counsel
15 could advise when we're going to get that.

16 THE COURT: Let's not --

17 MR. JOHNSON: Well --

18 THE COURT: Let's not have interactions between counsel.
19 Why don't you address your comments to the Court.

20 MR. JOHNSON: The next thing that's supposed to occur
21 is -- we have a settlement, an overall settlement agreement,
22 with SAG, and money is supposed to get paid out and other
23 things are to occur and they're supposed to -- they have to
24 comply in certain respects and providing information and
25 putting stuff up on the website and getting this fund paid
26 out, but one of the aspects of the settlement is that
27 Mr. Jasko and Mr. Gervais, who have been engaged as
28 consultants, are to performed an analysis and make

ASTONISHINGLY, ALTHOUGH IT MAKES SENSE IN THE CONTEXT OF A COVER-UP, NEVILLE JOHNSON MAKES NO MENTION AT THIS HEARING OR THE NEXT HEARING IN FRONT OF JUDGE WILEY OF CRUCIAL ISSUES, LIKE -- 'IT IS TIME TO UNSEAL THE SAG RECORDS!!' -- NO, THE SAG CLASS AND THE WGA AND DGA CLASSES ARE SNEAKILY "REPRESENTED"

4

They are going to "talk to counsel," meaning Dan Schechter, who sat at the courtroom table with Neville Johnson and Paul Kiesel promising to do this back in 2007 and promised again in October of last year, same thing. The suddenly-retired Judge West told these lawyers he did not want them to appear in front of him any longer, it did no good, he said (full quotes coming.) But Judge Wiley does not know this.

"Get up to speed?"

1 recommendations, and we're just waiting to get that agreement
2 signed.

3 With respect to -- we just got a report from SAG as
4 to moneys which have been held up, which have been held by
5 them, and we feel it is terribly inadequate, and our next step
6 will be to talk to counsel, and then we will undoubtedly be
7 back before this Court to talk to you about whether or not
8 further information is going to have to be revealed.

9 One of the things that's happening in this case is
10 that the Court has a continuing jurisdiction over all of these
11 cases, and we want you to understand what has happened and get
12 up to speed, and we believe supervision is necessary in some
13 respects.

14 THE COURT: I'm sorry to interrupt here. I wonder if
15 everybody wants to be on the record now or if you'd refer to
16 proceed informally off the record.

17 What's your preference?

18 MR. SCHECTER: Your Honor, if I may be heard.
19 Mr. Schechter.

20 We've actually had a lot of difficulty, and there's
21 actually a motion before the Court to be scheduled and fully
22 briefed because of disputes about issues regarding compliance.
23 I think we ought to have it on the record, less there be no
24 debate later on what was said.

25 THE COURT: A single voice puts us on the record, which
26 is the default, of course, at least until June 1st. Let me
27 return to this subject that counsel have before you.

28 Mr. Johnson, right in front of you is a form that I

IN THE SECOND HEARING BEFORE JUDGE WILEY , NEVILLE JOHNSON MAKES IT CLEARER: THERE IS FRAUD AT THE SCREEN ACTOR'S GUILD AND HE WILL UNCOVER AND EXPOSE THAT FRAUD -- AS WELL AS AT THE DGA AND WGA -- IF ONLY HE IS PAID MORE FEES.

BUT HE HAS ALREADY BEEN PAID, AND THE JUDGE REFUSES TO PAY HIM MORE, ACTING ON THE MOTION BY WILLIAM RICHERT THAT NO FURTHER MONEY BE PAID TO NEVILLE JOHNSON.

ANY FURTHER MONEY SHOULD GO TO PROSECUTING THE DEFENDANT AND GETTING BACK THE 200 MILLION + THAT WAS TAKEN (PLUS BEING THE 97% PAID OUT TO THE STUDIOS ILLEGALLY AND IN SECRET)

TRANSCRIPT

OFFICIAL REPORTER

ON

WEB

CASE NUMBER: BC339972
CASE NAME: WILLIAM RICHERT, et al.
vs. WRITERS GUILD OF AMERICA WEST, INC.
LOS ANGELES, CA WEDNESDAY, AUGUST 22, 2012
DEPARTMENT 311 HON. JOHN SHEPARD WILEY, JR., JUDGE
TIME: 9:20 A.M.
REPORTER: TIMOTHY J. McCOY, CSR NO. 4745
APPEARANCES: (AS HERETOFORE NOTED)

* * *

THE COURTROOM ASSISTANT: Remain seated and come to order. Court is now in session.

THE COURT: Mr. McCoy, we are on the record thanks to you.

So counsel, let me give you tentatives. And I wasn't sure how many copies to make here.

Now, Mr. McCoy is available I understand until 10:00, so. . .

MR. SCHECTER: And we have a relief reporter coming in, your Honor.

THE COURT: Well, we also have I think a 10:00 matter, as well.

MR. SCHECTER: Yes.

THE COURT: But I'm eager to give as much time to this set of important issues as is necessary. So, I'll stop talking and let you read.
time 9:20AM 8/21/12

(Recess taken)

CASE NUMBER: BC339972
CASE NAME: WILLIAM RICHERT, et al.
vs. WRITERS GUILD OF AMERICA WEST, INC.
LOS ANGELES, CA WEDNESDAY, AUGUST 22, 2012
DEPARTMENT 311 HON. JOHN SHEPARD WILEY, JR., JUDGE
TIME: 9:27 A.M.
REPORTER: TIMOTHY J. McCOY, CSR NO. 4745
APPEARANCES: (AS HERETOFORE NOTED)

* * *

THE COURTROOM ASSISTANT: Remain seated and come to order. Court is again in session.

THE COURT: We are back on the record.

Let's get appearance of counsel and all persons who wish to identify themselves. Let's start with the plaintiffs.

time 9:27AM 8/21/12

MR. JOHNSON: Neville Johnson for the plaintiffs.

MS. BROWN: Noelle Brown also for plaintiffs.

MR. JOHNSON: This is Dan Jasco, he's one of the consultants.

MR. SEGALL: Anthony Segall for Writers Guild West
in the Richert matter.

MR. SCHECTER: Good morning, your Honor. Dan Schechter of Latham & Watkins
for the Directors Guild and
the Screen Actors Guild. And with me is my colleague
Josh Mausner, also of the firm.

THE COURT: Mr. Mausner? All right.

MR. RICHERT: William Richert, lead plaintiff, William Richert versus the Writers
Guild of America, et al.

THE COURT: And I must say, it's an honor to have
you back, Mr. Richert, and not the least of my logic is
that I never get from an authoritative source the proper pronunciation of the parties'
names. But. . .

MR. RICHERT: I'm glad I could give it to you.

THE COURT: Yes. Yes. You are the premier authority on that, as well as other
matters.

Now, we have for the record perhaps a dozen people who have appeared I
believe with an interest in
this matter. You're free either to make an appearance as
a permanent record of your presence here or to decline to
do so. Courts in California, as everywhere in the U.S.,
are public places, you're free to come and go, you don't have to identify yourself, but if
you'd like a permanent record of your appearance here, of your interest and your
tangible presence, now would be the time to state your name.

So anybody who wishes to is free to.

MR. BOWER: Yes. Tom Bower representing Screen Actors Guild.

THE COURT: And Mr. Bower, how do you spell your last name?

MR. BOWER: B-o-w-e-r.

THE COURT: Thank you.

MR. McNARY: Dave McNary. I'm a reporter with Variety. And my name is spelled
M-c-N-a-r-y.

THE COURT: Thank you.

MR. HAYDEN: Dennis Hayden, Screen Actors Guild. H-a-y-d-e-n.
time 9:29AM 8/21/12

MS. RICHERT: Gretchen Richert, wife of William Richert, lead plaintiff.

THE COURT: If you'd like to sit at counsel table, there's room there and you're
welcome. It's totally up
to you.

MS. RICHERT: William? Where would you like me?

MR. RICHERT: Please sit next to me.

MS. RICHERT: Thank you.

THE COURT: Any other appearances?

All right. It's a great honor to have these important matters back before this
court. Now, these
cases were handled up till now by Judge Carl West, who

has retired, and the cases have been transferred over to me. I've done my best to get up to speed on these complex matters in which such able counsel have invested so much time on all sides.

So we have three different cases here, four different motions. On two aspects of the motions, I've said I think as to -- is it -- Daniel "Garvais"?

MR. JOHNSON: Gervais.

THE COURT: Gervais, and Mr. Jasco, I'm going to defer ruling until there's a completion of the task, and then have a single omnibus ruling on that fee question.

As to the other motions, I don't believe that the plaintiffs have established noncompliance with the terms of the settlement agreement in the Webb case, and I believe that all three of the different settlement agreements contained express language that have limited the attorney fee awards already made to, quote, the sole award, close quote.

So, the beacon for me is the language of these three different highly-negotiated documents that I find in the record. So it would be to the plaintiffs unquestionably to have the right to tell me how I've erred here.

MR. JOHNSON: What you basically have required us, or are stating in your tentative, is that we're working pro bono, my firm.

THE COURT: No, that you've been paid for the entire case, and you've received millions of dollars in fees, and the terms of the deal is you've been paid for the whole banana.

MR. JOHNSON: And I'm suggesting, your Honor, no, you need to think what happened since then. Yeah, we did a lot of work, it was highly negotiated, we got paid, and then there was a lot of work that had to occur afterwards, and we didn't bargain for that.

THE COURT: Well, what about the arrangement for the appeal? You clearly envisioned provision for additional payment in all three agreements.

MR. JOHNSON: What we didn't envision was that I was going to have to negotiate for a year the consultants' agreements to make sure that they got paid and to come back many times with Judge West and say they're not complying with the agreement. That's what's happened since then. This is about enforcement.

So if you really think about it logically --

THE COURT: I'm concerned with the language that all sides have signed off on.

MR. JOHNSON: What I'm saying is --

THE COURT: "Sole award."

MR. JOHNSON: What I'm saying, then, if that's it, is that we're out of the game and nobody gets to enforce and they get a free ride from now on.

THE COURT: No. What I'm saying is, you're bound

*'the genesis of all this was an over \$200 million -- I'll call it a fraud because that's what it was...'*⁵

by the deal you signed. You negotiated --

MR. JOHNSON: And I'm saying that that's a deal that no lawyer could live with ever, and it's not fair, and I don't believe that's the intention of the parties.

THE COURT: Point to this contractual language that shows that that's the case.

MR. JOHNSON: It had to do with the settlement agreement, not the enforcement thereof. That's the difference.

You know, your Honor, here's what's happening. Your Honor is going to have to -- or somebody in this courtroom has the next 30 years, 40 years, whatever, to supervise this situation. There's no lawyer then representing the constituency, the class action.

THE COURT: Sure there is. That's you. You've been paid up front for millions of dollars.

MR. JOHNSON: Is the Court saying, then, that for the rest of my career and my law firm's career, that we are -- if we want to do anything to enforce this settlement, including, for example, if we discover they're committing, you know, fraud or some tort with respect to it, that we don't get paid?

THE COURT: This contract was the result of not just lawyer-to-lawyer bargaining, but many lawyers on each side. It says: "Any award of attorneys' fees to counsel for the plaintiff in connection with this settlement shall be the sole award payable to counsel in connection with the subject matter allegation and causes of action asserted in this action."

That's comprehensive, it's clear, it's binding. I have no liberty to depart from the words of the deal that you negotiated and signed.

MR. JOHNSON: So it's ten years from now, I want to come in and say there's a problem with the report that's just been issued. I get nothing.

Is that what the Court is saying?

THE COURT: No. I'm saying --

MR. JOHNSON: Because I negotiated my deal.

THE COURT: I'm saying you got paid millions and you got it up front, and you are now working --

MR. JOHNSON: Well, actually, when you say I got paid millions, in the case of, for example, I believe it was the SAG, they stalled me out for a year when we agreed on the terms. I did a year's worth of free work basically for my clients because they took so long in negotiating that final settlement. And it wasn't anticipated at the time that we were going to have all of these problems.

And I'm saying to your Honor there are big problems, because, if you'll understand, you know, what

the genesis of this was an over \$200 million I'll call it a fraud, because that's what it was, of monies that were never paid out to members and nonmembers of these unions. They fought like banshees, they took me to the federal court, took us to the federal court, it came back, and the federal court said: You get to sue for conversion

**FRAUD
SAID
HERE**

**FRAUD
SAID
HERE**

**NEVILLE FAILS TO GET MORE MONEY AND
LEAVES THE CASE...SEE TRANSCRIPT**

ONE YEAR LATER FORMER WGA PRESIDENT-CANDIDATE ERIC HUGHES FORMS A COMMITTEE OF 16 ACTORS TO PROSECUTE A LAWSUIT AGAINST SAG'S ATTORNEYS AND PROVIDES HUNDREDS OF DOCUMENTS TO SHOW FRAUD AT THE UNIONS, ESPECIALLY FRAUD IN THE ACCOUNTING -- OR NO ACCOUNTING -- OF FOREIGN LEVIES AT THE SCREEN ACTORS GUILD.

THE SAG LAWYERS ARE ADVISED BY THE SAME ROBERT HADL, WHO STARTED ALL THIS WHEN HE WAS WORKING AT UNIVERSAL PICTURES.

BESIDES THE WGA AND SAG, ROBERT HADL ALSO ADVISES NEVILLE JOHNSON AND PAUL KIESEL AND THE DGA LAWYERS.

ERIC HUGHES' ATTORNEY IS SUNNY WISE.

ED ASNER IS THE MOST PROMINENT VOICE AGAINST THE CRIMES

BUT ED ASNER IS ACCUSED OF PLAYING POLITICS BY THE PRESS AND THE UNION



Ed Asner, SAG-AFTRA Trial Date Set for \$130 Mil Suit



Roll/Kim/Getty Images

OCTOBER 17, 2013 | 04:13PM PT

UPDATE: Union calls judge's action 'routine'

Dave McNary (<http://variety.com/author/dave-mcnary/>)

Film Reporter

@Variety DMcNary (<http://twitter.com/@Variety DMcNary>)

SAG-AFTRA (<http://variety.com/t/sag-aftra/>) is facing a June 24 jury trial in the lawsuit filed against the union by Ed Asner (<http://variety.com/t/ed-asner/>) and 15 other members over alleged mishandling of \$130 million in residuals and foreign royalties.

U.S. District Court Judge Manuel Real set the trial date on Thursday, 10 days after he narrowed the issues in a hearing in his Los Angeles courtroom.

In a statement issued Friday, SAG-AFTRA responded by minimizing the importance of Real's action.

"This is a routine administrative order by the court setting deadlines for various phases of the case, any of which may change in the future depending on how the case proceeds," a union spokesperson said. "It does not mean that the case will go to trial or that it has any merit."

Judge Real set May 19 as the final pre-trial conference and said memoranda of contentions of facts and law, exhibit lists and witness lists would have to be filed by April 28 — which will also serve as the discovery cut-off date.

Attorneys for the union have previously labeled the suit "frivolous" and a "waste of time," but the plaintiffs have pledged that they will proceed.

The suit alleges that SAG-AFTRA has improperly withheld funds and stonewalled requests for information about \$130 million held in trust by the union — including domestic residuals and foreign royalties collected by the union through foreign collecting societies without authorization or knowledge of union members. The suit also alleges that the union has cashed residuals checks and then claimed an inability to locate the actors to whom it owes money.

Attorneys for SAG-AFTRA have taken issue with the suit's allegations that SAG-AFTRA has repeatedly stonewalled the plaintiffs in providing information about how the funds are collected and disbursed. "We have always been transparent," said Bob Bush on Oct. 7.

SAG-AFTRA has also said that the issues in the suit were already litigated in Ken Osmond's class-action suit over how the foreign funds were handled. That suit was settled in 2010.

SAG-AFTRA has insisted repeatedly that members would not have received any foreign funds without the union's efforts. It's asserting that over the last six years it has distributed more than \$17.5 million in foreign royalties to members that would have been lost to them otherwise.

Judge Real granted portions of the union's motion to strike the allegations but allowed the naming of SAG-AFTRA national exec director David White in the suit in connection with his work at Entertainment Strategies Group prior to his 2009 appointment to the top SAG post. Convicted felon Marc Dreier invested in Entertainment Strategies Group, which closed down after Dreier was charged with masterminding a massive fraud scheme.

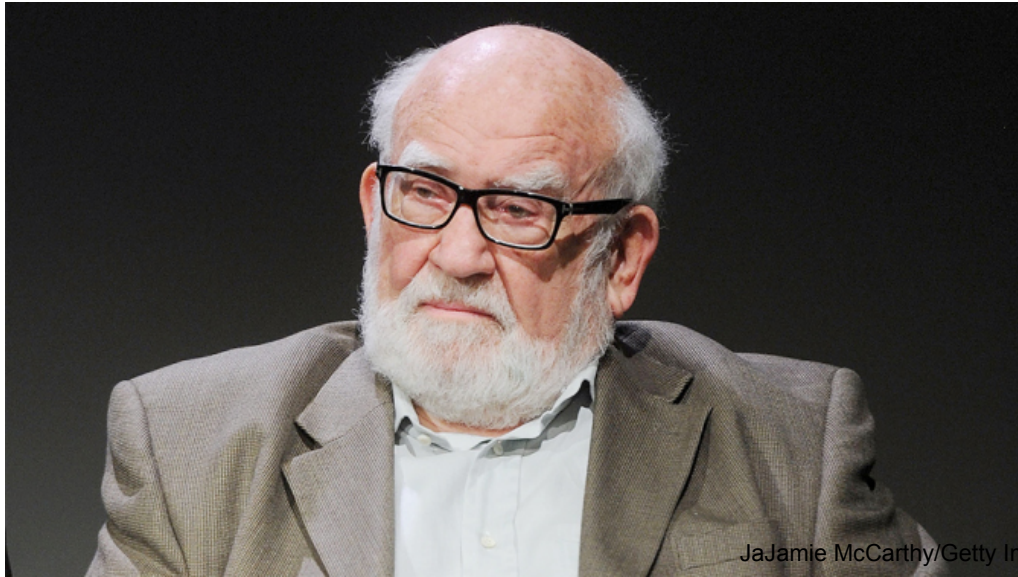
Judge Real's ruling did not exclude residuals and allowed three of the 16 plaintiffs — former SAG national board members Steve Barr, Terrence Beasor and Clancy Brown — to proceed with their claims on unpaid foreign royalties since they had opted out of the settlement of Osmond's suit.

Plaintiffs' attorney Sunny Wise said last week that she plans to file a second suit alleging corruption and breach of fiduciary duty against White and chief administrative officer and general counsel Duncan Crabtree-Ireland.

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Judge Narrows Issues in SAG-AFTRA Case



JaJamie McCarthy/Getty Images

OCTOBER 7, 2013 | 11:27AM PT

Dave McNary (<http://variety.com/author/dave-mcnary/>)

Film Reporter

@Variety DMcNary (<http://twitter.com/@Variety DMcNary>)

A federal judge has dismissed part of the lawsuit filed against [SAG-AFTRA](http://variety.com/t/sag-aftra/) (<http://variety.com/t/sag-aftra/>) by [Ed Asner](http://variety.com/t/ed-asner/) (<http://variety.com/t/ed-asner/>) and 15 other members over alleged mishandling of \$130 million in residuals and foreign royalties.

The 30-minute hearing before Judge Manuel Real brought sharp reactions from the parties, underscoring the high stakes involved.

Attorneys for the union declared vindication and labeled the suit “frivolous” but the plaintiffs indicated that they will proceed. And plaintiffs’ attorney Sunny Wise said she plans to file a second suit alleging corruption and breach of fiduciary duty against SAG-AFTRA national exec director David White and Chief Administrative Officer and General Counsel Duncan Crabtree-Ireland.

“We’re not walking away from this,” Wise added.

The prospect of another suit evoked a pointed rebuke from Crabtree-Ireland, who asserted that the Asner litigation is a waste of SAG-AFTRA’s funds.

“Regrettably, it appears that the plaintiffs may choose to litigate the remnants of their complaint resulting in continued unnecessary expenditure of member dues money to defend against this frivolous action,” he said.

Real granted portions of the union’s motion to strike the allegations but allowed the naming of White in the suit in connection with his work at Entertainment Strategies Group prior to his 2009 appointment to the top SAG post. Convicted felon Marc Dreier invested in Entertainment Strategies Group, which closed down after Dreier was charged with masterminding a massive fraud scheme.

Wise noted that Real’s ruling did not exclude residuals and allowed three of the 16 plaintiffs — former SAG national board members Steve Barr, Terrence Beasor and Clancy Brown — to proceed with their claims on unpaid foreign royalties since they had opted out of the settlement of Ken Osmond’s class-action suit against SAG in 2010. The remaining 13 plaintiffs will not be able to pursue foreign royalty claims.

“This isn’t about damages,” Wise said. “It’s about accountability and transparency.”

Real struck down the suit’s accusations that SAG-AFTRA’s move to reincorporate in Delaware as part of last year’s merger was designed to give the union better access to unpaid residuals. The judge said that the state of incorporation was not legally relevant to the case.

The suit alleges that SAG-AFTRA has improperly withheld funds and stonewalled requests for information about \$130 million held in trust by the union — including domestic residuals and foreign royalties collected by the union through foreign collecting societies without authorization or knowledge of union members. The suit also alleges that the union has cashed residuals checks and then claimed an inability to locate the actors to whom it owes money.

Additionally, the action alleges that the union has withheld information by filing incomplete LM-2 annual reports with the U.S. Dept of Labor and by moving to seal court records.

Robert Bush, an attorney for SAG-AFTRA, declared a near-total victory.

“We applaud the judge’s action today,” he said. “We basically got everything we asked for and the vast bulk of the plaintiff’s frivolous complaint has been dismissed, as it should have been.”

Bush also said after the hearing that the rulings by Real backed up the union’s assertion that the Asner case does not have far-reaching implications. “Our contention is that this is a small case, not a big case,” he added.

Bush also said that the Asner complaint would have to be “completely re-written,” adding, “I think it’s a waste of time and money.”

He took issue with the suit’s allegations that SAG-AFTRA has repeatedly stonewalled the plaintiffs in providing information about how the funds are collected and disbursed. “We have always been transparent,” he added.

Crabtree-Ireland repeated that assertion, saying, “In addition to our more than 1,000 pages of annual disclosure documents available on line to anyone, we have and continue to maintain a policy of responsiveness to legitimate member requests for information.”

But Wise pointed out that Brown, who attended the hearing, was on the SAG board in January 2012 when he wrote to SAG officials about being kept in the dark over details on SAG’s foreign funds and agreements with collecting societies.

“This is still a foreign royalties case,” Wise said. “Clancy asked for that information 22 months ago and never got any response.”

William Richert, one of the 16 plaintiffs, declared outside the courtroom that he’s never received any foreign payments for his acting work in “My Private Idaho” or “The Client.” Richert was the lead plaintiff in a 2005 class-action suit over foreign royalties against the Writers Guild of America that was settled in 2011.

“I believe SAG-AFTRA is corrupt through and through,” he added.

Beasor, who also attended the hearing, expressed amazement that he has received miniscule royalty checks from the union for some of his films and TV shows without any explanation of when shows were viewed abroad.

“I got a 35 cent check for ‘Walk Hard: the Dewey Cox Story’ with no explanation as to the origin,” he added.

Crabtree-Ireland reiterated SAG-AFTRA’s position that members would not have received any funds without the union’s efforts.

“SAG-AFTRA remains focused on collection and distribution of foreign royalties and distribution of unclaimed residuals, programs of which we are justifiably proud,” he said. “Over the last six years we have distributed more than \$17.5 million in foreign royalties to SAG-AFTRA members – including most of the plaintiffs — money that would have been lost to them forever had we not taken action.”

Eric Hughes, one of the plaintiffs and a consultant on Richert’s case, noted that the union continues to avoid providing the requested documents — some of which were sealed during the Osmond litigation.

“Our request to be provided all collective bargaining agreements into which SAG-AFTRA has entered is not only a legitimate request but our right under the law,” Hughes said. “As for transparency, the financial records of a labor organization are public information. Why is it that we are having to file a motion to unseal the complete but unreported financial history on SAG and foreign royalties which White and Crabtree-Ireland had permanently sealed in Los Angeles Superior Court?”

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(<http://variety.com/2014/film/news/harry-potter-actor-found-dead-in-death-valley-1201261295/>)

'Harry Potter' Actor Found Dead in Death Valley

<http://variety.com/2013/film/news/sag-aftra-ed-asner-1200702935/>

**THE LAWSUIT ABOUT FOREIGN ROYALTIES
WAS DISMISSED -- MAINLY BECAUSE THE
FOREIGN ROYALTY ISSUE WAS 'SETTLED'
ACCORDING TO THE UNION, AND THE SAG
LAWYERS TOLD THE JUDGE THE UNION HAD
PROVIDED 'COMPLETE TRANSPARENCY' IN
THE OSMOND CLASS ACTION.**

THIS IS A LIE OF COURSE.

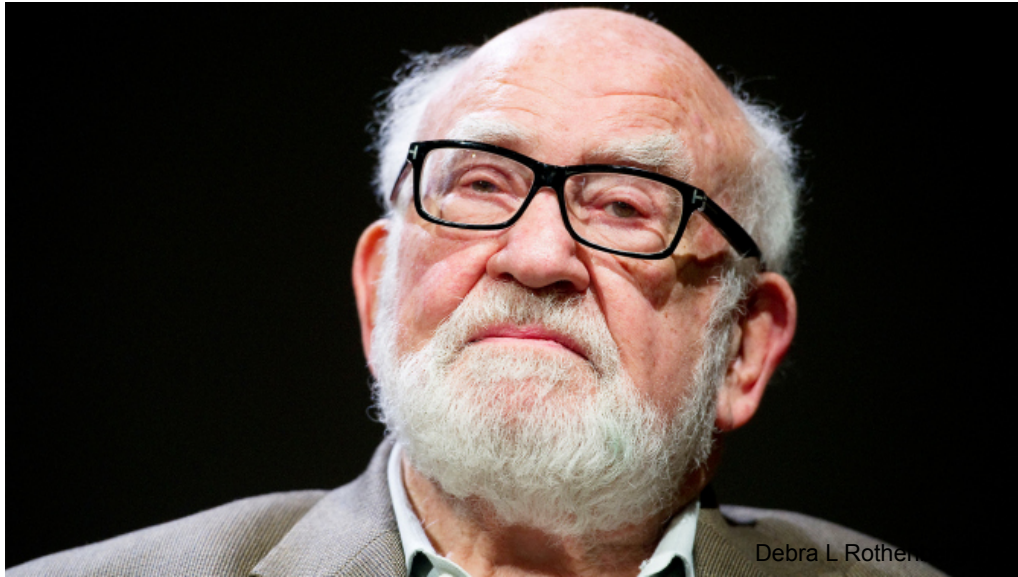
**THE OSMOND SETTLEMENT WAS A 'DEFENSE
PAYOUT' ACCORDING TO SAG'S LAWYERS.**

**A PAYOUT TO NEVILLE JOHNSON, TO BE
SURE.**

**A LOSS OF UPWARDS OF 200 MILLION TO THE
CLASS OF ACTORS AND WRITERS AND
DIRECTORS, OR AT LEAST MUCH AS 7.5
\$BILLION WHEN THE STUDIO CUT IS
INCLUDED FOR ALL 3 'SISTER' GUILD/
UNIONS.**



Ed Asner's Suit Against SAG-AFTRA Dismissed



Debra L. Rothman/Magic

JANUARY 29, 2014 | 01:04PM PT

Action had been filed in May

Dave McNary (<http://variety.com/author/dave-mcnary/>)

Film Reporter

[@Variety_DMcNary \(\[http://twitter.com/@Variety_DMcNary\]\(http://twitter.com/@Variety_DMcNary\)\)](http://twitter.com/@Variety_DMcNary)

A federal judge has dismissed a lawsuit filed against SAG-AFTRA (<http://variety.com/t/sag-aftra/>) by Ed Asner (<http://variety.com/t/ed-asner/>) and 15 other plaintiffs over alleged mishandling of \$132 million in residuals and foreign royalties.

U.S. District Court Judge Manuel Real said in a filing Tuesday that he had granted the union's dismissal motion, noting that union has been sufficiently cooperative in providing access to its materials.

"At this point in time it is apparent that SAG-AFTRA is working with plaintiffs to allow them to examine records SAG-AFTRA believes they are entitled to examine," Real said. "The dispute over such examination is therefore not 'definite and concrete' because it is not even clear which books and records, if any, are not being proffered for examination."

Real indicated that the plaintiffs may be able to re-visit the issue. He wrote that the factual situation is still developing, adding that it would be "impracticable" to decide whether SAG-AFTRA is not allowing access to documents that the plaintiffs are entitled by law to examine.

"This issue is therefore not fit for judicial decision at this time," he added.

Real said that the both sides can continue to work on the issue of examining documents, and that the plaintiffs can still pursue a claim under the federal laws requiring unions to file annual financial reports with the Dept of Labor. He also dismissed the suit's state law claims alleging conversion and unfair business practices, asserting he had no jurisdiction over the state law matters.

The suit alleges that SAG-AFTRA has improperly withheld funds and stonewalled requests for information about \$130 million held in trust by the union — including domestic residuals and foreign royalties collected by the union through foreign collecting societies without authorization or knowledge of union members. The suit also alleges that the union has cashed residuals checks and then claimed an inability to locate the actors to whom it owes money.

Eric Hughes, one of the plaintiffs, alleged on Wednesday that SAG-AFTRA had misled Real as to its conduct in providing the plaintiffs access to its records. He also indicated that the plaintiffs are considering filing another claim under the federal statutes covering union financial reporting.

“We have not been given any financial records but instead Microsoft PowerPoint presentations and have not been allowed to leave the building with agreements which SAG-AFTRA has entered into without any authority to do so, and without disclosure, which have long affected the rights of every member of SAG and every member of AFTRA and diverted monies rightfully ours to our employers,” he said.

“SAG-AFTRA now has the option of doing what they have misled the Court into believing that they are doing or, as the Court has made clear, we are free to, and will again, file a claim under § 431,” Hughes continued.

SAG-AFTRA Chief Administrative Officer and General Counsel Duncan Crabtree-Ireland said in a statement, “We are pleased with the judge’s order and believe the complete dismissal is fully warranted. The Court acknowledged SAG-AFTRA’s ongoing cooperation with the plaintiffs. SAG-AFTRA has more than 1,000 pages of annual disclosure documents available online to anyone.”

Since the suit was filed eight months ago, the union repeatedly insisted that it’s done nothing wrong and characterized the suit as “frivolous.” It has also asserted on numerous occasions that without its efforts, actors would not have seen any of the foreign funds nor received unclaimed residuals — a theme sounded again by Crabtree-Ireland on Wednesday.

“Despite this unfortunate and unnecessary litigation, we remain focused on collecting and distributing foreign royalties and unclaimed residuals, programs of which we are justifiably proud,” Crabtree-Ireland said. “We

hope that this dismissal will mark an end to such lawsuits that needlessly expend union resources.”

SAG-AFTRA said Wednesday that its foreign royalties program claims funds on behalf of SAG-AFTRA performers under foreign countries' laws that provide for payments to artists in audiovisual works to compensate for private copying (home recording), cable retransmissions, video rentals (<http://variety411.com/us/new-york/set-design-construction-rentals/>) and other uses.

“Over the last six years, the union has distributed more than \$17.5 million in foreign royalties to SAG-AFTRA members money that would have been lost to them forever had we not taken action,” it added.

The original suit was filed on May 24. Real narrowed the issues on Oct. 7, allowing the suit to include the issue of residuals and three of the 16 plaintiffs to proceed with their claims on unpaid foreign royalties.

The union filed the 18-page motion on Nov. 20, asserting that the plaintiffs' claims under state law should be tossed because they are “completely preempted by federal labor law” and that the plaintiffs “do not have the authority to sue on behalf of anyone other than themselves.”

The plaintiffs responded on Dec. 16, portraying the union as reckless in how it handles funds that it's supposed to distribute to performers.

“SAG-AFTRA simply does not record what is earned but it willy-nilly converts checks as it sees fit, by either endorsing checks made out to performers and placing same into its purported Trust Account, or by holding onto performers checks for months if not years on end to the ongoing detriment of its members who depend on these earnings to live,” the plaintiffs said in last month's filing.

**ON SEPTEMBER 5 THESE ISSUES
WILL BE HEARD IN OPEN COURT
AS THEY WERE NOT PRESENTED
HITHERTO**

FILED

WILLIAM RICHERT
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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

IN PRO PER

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

Plaintiff,

vs.

WRITERS GUILD OF AMERICA

WEST, INCL. FIDUCIARYS et.al.,

Defendant

Case No.: BC339972, related cases
BC3521; and Osmond V. Screen
Actor's Guild, Inc, LASC Case No.:
BC377780

**HONORABLE JOHN SHEPARD WILEY
JR.**

**PLAINTIFF NOTICE OF MOTIONS 1)
MOTION TO SUBSTITUTE ADEQUATE
ATTORNEY FOR NEVILLE JOHNSON;
2.) MOTION FOR COURT
REVIEW/APPROVAL OF WGA GIFT
OF \$1 MILLION TO ACTOR'S FUND;
3.) MOTION TO AUDIT PLAINTIFF'S
ROYALTIES PER SETTLEMENT
AGREEMENT AND: 4.) MOTION TO
REJOIN SAG AND DGA RELATED
CASES IN EQUAL FAIRNESS TO SAG
ACTORS AND NON-UNION
DIRECTORS; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF INCL. EXHIBITS**

**HEARING REQUESTED
DEPT: CCW 311**

PLAINTIFF'S MOTION TO SUBSTITUTE ATTORNEY AND APPROVE CY PRES DONATION

**THE JUDGE WILL HEAR THE
MOTIONS ON SEPTEMBER 5**