

QUESTIONS POSED TO WGA MARCH 18, 2019

As you know, we've had hundreds of meetings with our writer clients, managers, and lawyers over the last several weeks. During those meetings, we're increasingly hearing questions from our clients asking for advice about what happens on April 6 if you move forward with your plan. Writers are asking us for more definitive answers to their questions – they want to fully understand what you are mandating of them and of us if any agreement is not in place. We also have unanswered questions about your proposal, some of which we've posed before but have not received answers to. The Guild needs to answer these questions. We have a long and growing list—and are sharing with you today some of the most pressing ones that our clients have asked us to pose to the Guild.

Questions From Agents

1. Your proposed agreement, rightly, requires agents to act as fiduciaries to their writer clients at all times, and consistent with their fiduciary duties, safeguard their clients' financial and other private information. Yet you also propose that agents provide that same confidential and private information to the Guild, without their clients' consent. We proposed that agents would provide the information to the Guild as long as they had client consent. How do you propose agents reconcile these conflicting duties?
 - a. Why can't the WGA get this information directly from the writers?
 - b. What happens if a writer directs an agent not to provide this information to the Guild?
2. Your proposal has an application process for agents to be franchised. What criteria, aside from being a licensed agent in good standing and agreeing to be bound by the negotiated agreement between the WGA and ATA, do you envision being required for approval?
3. What is the WGA's plan for addressing the gap in independent film packaging, finance, and distribution services if your proposal is adopted?
 - a. How will independent film producers get their films made and released?
 - b. Who will handle the approximately 1,000 films the agencies helped get made in the past five years alone?

- c. If fewer films are produced, do you think this will benefit the writers that wrote them?
4. Your proposal, and your FAQ, suggest that the WGA intends to bar actors and directors who want to participate in packaging from doing so. On what basis does the WGA believe it has authority to bar non-WGA members from packaging?
5. How can agents, consistent with their fiduciary obligations to clients, disclose to one client that another client has been submitted for work, but not yet employed, on a given project (as you propose in section 3.B.5)?
6. Do you believe that writers represented by the same agencies should be foreclosed from working together, or that agents should be barred from suggesting clients work together? Would this be a prohibited conflict of interest under your proposal?
7. Do you believe it is a conflict of interest if a showrunner minimizes a writer's salary to fit it into the show's budget? How should that be addressed?
8. What is a fact or relationship "suggesting or potentially creating a conflict of interest arguably prohibited by this Agreement"? Can you please give some examples?

Questions From Clients

9. We've heard from a number of clients that they would like the choice to participate in packaging and have their agency take a packaging fee from the studio instead of commissioning them. Why do you believe that the WGA should take that choice away from writers?
10. We've heard from a number of clients that they would like the choice to work with agency affiliates. Why do you believe that the WGA should take that choice away from writers?
11. Your proposal, on its face, appears to bar agents from representing any clients who might employ a writer, such as producers (several of whom are WGA members). Is that your intent? If not, what issue are you trying to address with your proposal section B.4?
12. Clients have called us concerned that they are going to face a tribunal by the WGA Board, and that they are going to face discipline, potentially including expulsion from the Guild, if they don't fire their agents on command. Is that true?
13. As you know, we hired best-in-class economists to analyze the WGA agency data. The WGA's data appears to be based on anecdotes and opinion surveys. Can you walk us through the data and methodology used to support the WGA's positions?

14. If the WGA issues a directive for its members not to work with their agents after April 6th, what do you foresee the financial impact on writers will be?
15. There is a large amount of misinformation flowing around about our negotiations. Do you, as Guild leaders, think this is important to correct this in real time?
 - a. If so, what steps is the Guild taking to reach out to its members who are repeating misinformation?

Questions About Next Steps

1. ATA provided an in-depth counterproposal to your proposal. In your opening statement last week, you said you would provide a comprehensive counterproposal in response. Instead, you simply repackaged your Code of Conduct. How do you see this negotiation moving forward when you have not made a substantial counteroffer?
2. Will you commit to working in small groups to work through open issues?