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A limited liability partnership formed in the State of Delaware

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6 Joint Policy Committee On Broadcast
Talent Relations

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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 SCREEN ACTORS GUILD, INC.,

11 Plaintiff,

12 vs.

13 ANA-AAAA JOINT POLICY
14 COMMITTEE ON BROADCAST
TALENT RELATIONS,

15 Defendants.

Case No. CV 08-05346 PA VBKx

**DEFENDANT ANA-AAAA JOINT
POLICY COMMITTEE ON
BROADCAST TALENT
RELATION'S ANSWER TO
COMPLAINT TO VACATE
ARBITRATION AWARD**

Complaint Filed: August 14, 2008
Trial Date: TBD
Disc. Cut-Off: TBD

Honorable Percy Anderson

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18 Defendant ANA-AAAA Joint Policy Committee On Broadcast Talent
19 Relations ("JPC") hereby answers Plaintiff's Complaint to Vacate Arbitration Award
20 filed in the United States District Court for the Central District of California Action
21 No. CV 08 -05346 PA ("Complaint") by and through its undersigned counsel. The
22 following numbered paragraphs correspond to the numbered paragraphs in Plaintiff's
23 Complaint.

24 **THE PARTIES, JURISDICTION AND VENUE**

- 25 1. Admitted.
26 2. Admitted.
27 3. JPC is without sufficient knowledge or information to form a belief as to
28 the truth or falsity of the allegations contained in Paragraph 3 of the Complaint, except

1 that JPC admits that SAG is a labor organization within the meaning of Section 301 of
2 the Labor Management Relations Act (“LMRA”) and represents employees in an
3 industry affecting commerce.

4 4. JPC admits that it is an unincorporated organization funded and
5 supported by the two major trade associations in the advertising industry – the
6 Association of National Advertisers and the American Association of Advertising
7 Agencies - and that it is authorized to negotiate a collective bargaining agreement with
8 SAG on their behalf and on behalf of advertisers and advertising agencies.

9 5. JPC admits that the arbitration hearing at issue was conducted at 10901
10 Avenue of the Stars, Los Angeles, CA 90067 based on mutual agreement of the
11 parties. JPC further admits that the Association of National Advertisers and the
12 American Association of Advertising Agencies, which fund and support JPC, conduct
13 business in this judicial district, and JPC has also conducted business in this judicial
14 district. The remaining allegations contained in Paragraph 5 of the Complaint are
15 denied.

16 THE COMMERCIALS CONTRACT

17 6. JPC admits the allegations contained in Paragraph 6 of the Complaint,
18 except that JPC denies that Plaintiff SAG is a party to a collective bargaining
19 agreement with numerous producers of commercials.

20 7. JPC admits the allegations contained in Paragraph 7 of the Complaint,
21 except that JPC denies that JPC is not a “Producer” as that term is defined in the
22 Commercials Contract; rather the JPC is the representative of all of the Producers, i.e.,
23 the individual companies bound to the CBA through their authorization granted to the
24 JPC as the multiemployer bargaining unit.

25 8. Admitted.

26 THE OBLIGATION TO PAY CONTRIBUTIONS TO THE 27 SCREEN ACTORS GUILD – PRODUCERS PENSION AND HEALTH PLAN

28 9. Admitted.

1 10. JPC admits that the Commercials Contract requires contributions to the
2 Producers Pension and Health Plans (“Plans”) based on a percentage of compensation
3 paid by employers for acting services covered by the CBA and that the Commercials
4 Contract does not require that contributions be paid with regard to compensation paid
5 for non-acting services. JPC is without sufficient knowledge or information to form a
6 belief as to the truth or falsity of the remaining allegations contained in Paragraph 10
7 of the Complaint.

8 11. JPC admits that during all relevant times herein the Commercials
9 Contract required that employers pay to the Plans a certain percentage (initially
10 14.30% and currently 14.80%) of compensation for covered acting services as
11 contributions to the Plans. The remaining allegations contained in Paragraph 11 of the
12 Complaint are denied.

13 12. JPC is without sufficient knowledge or information to form a belief as to
14 the truth or falsity of the allegations contained in Paragraph 12 of the Complaint.

15 13. JPC is without sufficient knowledge or information to form a belief as to
16 the truth or falsity of the allegations contained in Paragraph 13 of the Complaint,
17 except that JPC denies that the Guidelines specifically state that they are only a
18 starting point for discussion and that if a producer believes that the Guidelines do not
19 properly state the compensation paid for acting services, that the Plans will review the
20 facts of the matter with the Producer to determine the appropriate amount of
21 compensation for acting services.

22 14. JPC is without sufficient knowledge or information to form a belief as to
23 the truth or falsity of the allegations contained in Paragraph 14 of the Complaint.

24 15. JPC is without sufficient knowledge or information to form a belief as to
25 the truth or falsity of the allegations contained in Paragraph 15 of the Complaint.

26 16. JPC denies the allegations contained in Paragraph 16 of the Complaint.

27 **THE JPC ARBITRATION DEMAND AND THE ARBITRATION AWARD**

28 17. Admitted.

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WHEREFORE, JPC prays as follows:

1. That the Complaint to Vacate be dismissed with prejudice;
2. That Defendant recover its cost of suit herein;
3. For attorney's fees according to proof; and
4. For such other and further relief as the Court deems proper.

DATED: September 12, 2008.

REED SMITH LLP

By *Roxanne M. Wilson*
John P. Zaimes
Roxanne M. Wilson
Attorneys for Defendant ANA-AAAA Joint
Policy Committee On Broadcast Talent
Relations

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. I am employed in the office of a member of the bar of this court at whose direction the service was made. My business address is REED SMITH LLP, 355 South Grand Avenue, Suite 2900, Los Angeles, CA 90071-1514. On September 12, 2008, I electronically served the following document(s) with the Clerk of the Court using the CM/ECF system, which sent electronic notification of such filing to all parties appearing on the docket sheet.

DEFENDANT ANA-AAAA JOINT POLICY COMMITTEE ON BROADCAST TALENT RELATION'S ANSWER TO COMPLAINT TO VACATE ARBITRATION AWARD

I declare under penalty of perjury under the laws of the United States that the above is true and correct. Executed on September 12, 2008, at Los Angeles, California.


Arleen A. Swenson