

SIDELETTER NO. 16

As of July 1, 2002;
Revised as of July 1, 2005;
Revised as of July 1, 2008

Jay D. Roth
National Executive Director
Directors Guild of America, Inc
7920 Sunset Boulevard
Los Angeles, California 90046

Re: Los Angeles and New York Panels of Arbitrators for Major Studios and Networks

Dear Jay:

Reference is made to the provisions of Paragraph 2-304(a)(1) of the 2008 DGA Basic Agreement.

During the 2008 negotiations between the Directors Guild of America and the Employers represented by the Alliance of Motion Picture & Television Producers, the parties agreed that, with respect to disputes involving the major studios (including those Employers on whose behalf a representative of a major studio is acting) and the networks, the Los Angeles panel of arbitrators shall be arranged in order according to a random draw which shall take place before July 1 of each year of the Agreement, rather than alphabetically, as provided in Paragraph 2-304(a)(1).

Pursuant to that procedure, the Los Angeles list of Arbitrators for such disputes during the period July 1, 2008 through June 30, 2009 shall be as follows:

Barry Winograd
Michael Rappaport
Douglas Collins
Charles Askin
Dixon Dern
Anita Knowlton
Howard Block
Joel Grossman
Joseph Gentile
Kenneth Perea
William B. Gould IV

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Pursuant to that procedure, the New York list of Arbitrators for such disputes during the period July 1, 2008 through June 30, 2009 shall be as follows:

Carol Wittenberg
Ralph Berger
Richard Adelman
Howard Edelman
Susan MacKenzie
Joan Parker
Janet Spencer
Herbert Fishgold
George Nicolau

On July 1, 2009 and again on July 1, 2010, the parties shall again place the names of the foregoing Arbitrators in a hat and the names shall be drawn at random, one after the other, to establish the order in which the Arbitrators are to be assigned during the subsequent one year period.

The Arbitrator shall be selected in rotation, on an individual studio or network basis (which shall mean, for purposes of this provision only, all Employers for which a given studio is responsible as mentioned above), starting from the top of the list down, during each one (1) year period of the 2008 Agreement. The rotation shall continue to be on an individual studio or network basis, as provided above, and shall be unaffected by the selection of an Arbitrator by mutual agreement.

Sincerely,

Carol A. Lombardini

ACCEPTED AND AGREED:

Jay D. Roth