

SIDELETTER NO. 16

As of July 1, 2005;  
Revised as of July 1, 2008;  
Revised as of July 1, 2011

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 Mr. Roth:

Reference is made to the provisions of Article 20.C.4. of the 2011 DGA Freelance Live and Tape Television Agreement.

During the 2011 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 Article 20.C.4.(a)(i).

Pursuant to that procedure, the Los Angeles list of Arbitrators for such disputes during the period July 1, 2011 through June 30, 2012 shall be as follows:

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

SIDELETTER NO. 16 (continued)

Pursuant to that procedure, the New York list of Arbitrators for such disputes during the period July 1, 2011 through June 30, 2012 shall be as follows:

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

On July 1, 2012, and again on July 1, 2013, 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 2011 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:

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Jay D. Roth