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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

WRITERS GUILD OF AMERICA, WEST, INC; MARK DISTEFANO; and GUINEVERE TURNER)	CV 14-5828 RSWL (DTBx)
)	
Plaintiffs,)	ORDER Re: MOTION TO
)	CONFIRM ARBITRATION
v.)	AWARD AND REQUEST FOR
)	JUDGMENT [17]
BTG PRODUCTIONS, LLC)	
)	
Defendant.)	
_____)	

Plaintiffs Writers Guild of America, West, Inc., Mark Distefano, and Guinevere Turner ("Plaintiffs") have filed this Motion to Confirm Arbitration Award and Request for Judgment against Defendant BTG Productions, LLC ("Defendant"). The Court, having reviewed all papers submitted pertaining to this Motion and having considered all arguments presented to the Court, **NOW FINDS AND RULES AS FOLLOWS:**

I. CONFIRMATION OF ARBITRATION AWARD

Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185, confers upon a court jurisdiction to

1 vacate or enforce compliance with an arbitration award
2 for breaches of collective bargaining agreements. See
3 Kemner v. Dist. Council of Painting & Allied Trades No.
4 36, 768 F.2d 1115, 1118 (9th Cir. 1985). "Federal
5 courts should not review the merits of arbitration
6 awards, but rather should merely determine whether the
7 parties agreed to arbitrate the dispute and to give the
8 arbitrator the power to provide for his award."
9 Phoenix Newspapers, Inc. v. Phoenix Mailers Union Local
10 752, Int'l Bhd. of Teamsters, 989 F.2d 1077, 1080 (9th
11 Cir. 1993). Thus, in disputing an arbitration award of
12 a dispute governed by a collective bargaining
13 agreement, [t]he party contesting arbitrability bears
14 the burden of demonstrating how the language in the
15 collective bargaining agreement excludes a particular
16 dispute from arbitration. Id.

17 Here, Plaintiffs have alleged that their dispute is
18 governed by a collective bargaining agreement—
19 specifically, the Minimum Basic Agreements ("MBA").
20 See Mot. 3:24-28. Plaintiffs have alleged that
21 Defendant agreed to be a party to the MBA pursuant to
22 agreements that it filed with the Writers Guild of
23 America. Id. at 3:26-38. According to the MBA,
24 disputes over failure to pay compensation due to
25 writers and contribution on behalf of writers must be
26 submitted to arbitration. Decl. of Heather Pearson,
27 Exh. B. Plaintiffs have alleged that this is a dispute
28 over Defendant's failure to pay Plaintiffs DiStefano

1 and Turner due compensation and contribution to
2 benefits programs. Further, Defendant, who has the
3 burden of demonstrating how the language of the
4 agreement excludes this type of dispute from
5 arbitration, has not appeared in this action.
6 Accordingly, the Court confirms the award of the
7 Arbitrator in Plaintiffs' favor.

8 9 **II. REQUEST FOR DEFAULT JUDGMENT**

10 Plaintiff's Motion for Default Judgment is hereby
11 **GRANTED**. Procedurally, Plaintiffs have met all the
12 requirements for entry of default judgment. Default
13 was entered as to Defendant on September 12, 2014 for
14 failure to plead or otherwise defend against the
15 Complaint. Plaintiffs have averred that Defendant is
16 neither an infant nor an incompetent person, and that
17 the Servicemembers Civil Relief Act does not apply.
18 Decl. of Heather Pearson ¶ 6 (c),(d). Finally, notice
19 of the default was served on Defendant. Id., Exh. F.

20 Furthermore, the Court finds that the substantive
21 factors set forth in Eitel v. McCool, 782 F.2d 1470
22 (9th Cir. 1986) weigh in favor of granting default
23 judgment. Plaintiffs will be prejudiced if they have no
24 way of enforcing the arbitration award. The merits and
25 sufficiency of the claims have already been determined
26 by the Arbitrator. The sum is substantial—over
27 \$300,000—and results from Defendant's refusal to pay
28 compensation owed. Defendant has had multiple

1 opportunities to defend itself and has chosen not to
2 appear. Finally, because entry of default leads to the
3 presumption that Plaintiffs' allegations are true, and
4 because Defendant has not appeared, there is no dispute
5 as to material facts. Accordingly, the factors weigh
6 in favor of granting default judgment.

7 **THEREFORE, IT IS ORDERED** that:

8 Plaintiffs' Motion to Confirm Arbitration Award is
9 **GRANTED** and Plaintiff's Request for Default Judgment is
10 **GRANTED**.

11 **IT IS SO ORDERED.**

12 DATED: February 2, 2015

RONALD S.W. LEW

HONORABLE RONALD S.W. LEW
Senior U.S. District Judge