Punishing Bad Actors: The Expansion of Morals Clauses in Hollywood Entertainment Contracts in the Wake of the #MeToo Movement

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## Punishing Bad Actors: The Expansion of Morals Clauses in Hollywood Entertainment Contracts in the Wake of the #MeToo Movement

**Jihad Sheikha**

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Introduction</td>
<td>204</td>
</tr>
<tr>
<td>II</td>
<td>A Brief Overview of Morals Clauses</td>
<td>206</td>
</tr>
<tr>
<td></td>
<td>A. Morals Clauses Defined</td>
<td>206</td>
</tr>
<tr>
<td></td>
<td>1. Negotiating Morality</td>
<td>206</td>
</tr>
<tr>
<td></td>
<td>2. Termination and Defenses</td>
<td>208</td>
</tr>
<tr>
<td></td>
<td>B. A Brief History of the Morals Clause</td>
<td>209</td>
</tr>
<tr>
<td></td>
<td>1. The Origin of the Morals Clause</td>
<td>210</td>
</tr>
<tr>
<td></td>
<td>2. The Clauses Confront Communism</td>
<td>211</td>
</tr>
<tr>
<td></td>
<td>3. The Modern Morals Clause</td>
<td>214</td>
</tr>
<tr>
<td>III</td>
<td>The #MeToo Movement</td>
<td>214</td>
</tr>
<tr>
<td>IV</td>
<td>#MeToo’s Effect on Hollywood’s Talent and Finances</td>
<td>218</td>
</tr>
<tr>
<td></td>
<td>A. Weinstein’s Termination</td>
<td>218</td>
</tr>
<tr>
<td></td>
<td>B. Spacey’s Termination</td>
<td>220</td>
</tr>
<tr>
<td></td>
<td>C. Louis C.K.’s Termination</td>
<td>221</td>
</tr>
<tr>
<td></td>
<td>D. Analysis</td>
<td>222</td>
</tr>
<tr>
<td>V</td>
<td>#MeToo Makes a Change: How the Movement Is Changing</td>
<td>223</td>
</tr>
<tr>
<td></td>
<td>Hollywood Deal-Making by Broadening the Language of Morals Clauses</td>
<td>223</td>
</tr>
<tr>
<td>VI</td>
<td>The New Morals Clauses Are Here to Stay</td>
<td>225</td>
</tr>
<tr>
<td></td>
<td>A. Broad Morals Clauses Are Nothing New</td>
<td>225</td>
</tr>
<tr>
<td></td>
<td>B. Broader Morals Clauses Will Be Used as Originally Intended</td>
<td>226</td>
</tr>
<tr>
<td></td>
<td>C. Broader Morals Clauses Will Be Upheld in Court</td>
<td>227</td>
</tr>
<tr>
<td></td>
<td>D. Broader Morals Clauses Make Sense</td>
<td>230</td>
</tr>
<tr>
<td>VII</td>
<td>Conclusion</td>
<td>231</td>
</tr>
</tbody>
</table>

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*Jihad Sheikha earned his bachelor’s degree in Political Science with a minor in Psychology at Florida Atlantic University. He is currently a Juris Doctor Candidate for May 2020 at Nova Southeastern University, Shepard Broad College of Law. Jihad would first like to thank his mother, father, and three sisters for their continued support throughout his law school career. He would also like to thank his friends, colleagues, and other peers whose discussions helped spark this Comment’s topic. Jihad is also grateful for the time and energy spent by his fellow colleagues of Nova Law Review, Volume 43, in editing this Comment. Lastly, Jihad would like to acknowledge the prosecutors and staff of the Sexual Battery and Child Abuse Unit at the Broward County State Attorney’s Office in helping represent victims of sexual assault and for their continued work in giving a voice to the voiceless and protecting those who cannot protect themselves.*

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I. INTRODUCTION

Nothing seems to sell a story more than a good scandal. The siren call of celebrity gossip manages to lure the everyday Joe Shmoe and Jane Doe into clicking the latest TMZ article or video on their social media feed, picking up a crumpled US Weekly at the doctor’s office, or for the more open-minded, flipping through the National Enquirer to investigate the latest appearance of Big Foot. “Our appetite for celebrity gossip is . . . insatiable” and we particularly crave two things: Fame and bad news. That is why it is no surprise that the bombshell of #MeToo took the world by storm in late 2017. The #MeToo movement generated story after story of the career-ending malfeasance committed by our most beloved celebrities and public figures, in addition to reports of the steep financial consequences endured by Hollywood’s studios, production companies, and distributors. Soon, a mere social media hashtag instilled fear into the hearts of prominent male celebrities once thought to be untouchable. The upper echelon of Hollywood took notice and scrambled for a means to distance themselves from toxic talent and terminate their existing contracts. However, absent breaching a contract illegally, many Hollywood companies did not have the legal means to end these agreements and, subsequently, lost millions of dollars. As a solution to their woes, Hollywood is now considering the morals clause, a heavily-negotiated provision in a talent agreement that allows for the termination of said agreement under certain circumstances.

The consideration of morals clauses in the wake of the #MeToo movement is not a surprise. These contractual provisions have become

2. See id.
3. Id.
7. See Siegel, supra note 5.
8. See id.
9. Id.
standard practice in advertising, motion pictures, and television agreements and are generally upheld by the courts. 11 “Morals clauses give [an] employer . . . the right to terminate a talent [contract]” if the talent fails to conduct himself according to the moral standards of society, thereby tarnishing his own reputation and the reputation of his employer. 12 For example, a contract could have a morals clause allowing for the termination of the agreement in the event that the hired talent is convicted of a drug offense. 13 Upon the talent’s conviction, the morals clause is triggered and the talent’s employer has the right to terminate the contract. 14

In the midst of countless celebrity accusations of sexual impropriety, morals clauses seem to be an effective tool Hollywood can use to combat negative publicity generated by toxic talent who have lost their status and, most importantly, their value. 15 In light of the recent wave of sexual assault allegations that rocked Hollywood, studios and production companies plan to use morals clauses more often and broaden their language to account for possible accusations of sexual assault and violence committed by their talent. 16 By including language that allows for the termination of a talent agreement if allegations of sexual misconduct come to light, Hollywood studios can effectively mitigate potential financial losses associated with these accusations. 17 However, some fear that broader morals clauses that are triggered upon mere accusations set a bad precedent for the industry because they could be used unfairly or even be abused by studios and production companies. 18

This Comment will address these concerns and others that arise out of the use of broader and more expansive morals clauses. 19 In addition to defining the morals clauses and identifying its components, this Comment will explore the historical evolution of morals clauses from the 1920s up to the modern era. 20 This Comment will also provide useful background

14. Id.
15. See id. at 244 (discussing the value of morals clauses in the television and motion picture industry); Gallagher, supra note 10, at 90.
17. Id.
18. Id.
19. See discussion infra Part II–IV.
20. See discussion infra Part II.
information of the #MeToo movement and its effects on Hollywood by providing in-depth case studies on the Harvey Weinstein, Kevin Spacey, and Louis C.K. allegations that led to their pariah status in the entertainment industry and cost their employers millions of dollars. Ultimately, this Comment’s proposition is that we should have little concern over broader morals clauses because they are in essence very similar to past morals clauses that were upheld by the courts, will likely not be abused, and will facilitate the necessary shift in cultural norms in Hollywood by shedding light on the epidemic of workplace sexual harassment and assault.

II. A BRIEF OVERVIEW OF MORALS CLAUSES

A. Morals Clauses Defined

In contract law, morals clauses are contractual provisions that give the employer the right to terminate the agreement in the event that the employee behaves in a way that negatively impacts his or her own public image and thereby damages the reputation of the employer by association. Morals clauses are sought after by many contracting companies in an effort to protect themselves from the immoral and reckless conduct of the employee—commonly called the talent—and to ensure that the value of the film or television program is not compromised. Additionally, morals clauses are used “to quickly disconnect the celebrity/product association in the consumer’s mind.” There are two elements of a morals clause: The immoral behavior deemed to trigger the morals clause and the employer’s options after the clause has been triggered.

The subjective nature of morals is a point of frequent contention in entertainment contract negotiations and consequently leads talent to seek legal recourse to deny being bound to its language.

1. Negotiating Morality

Morals clauses in contracts cover conduct that disregards public morals and decency, shocks or insults the community, or casts a negative

21. See discussion infra Part III–V.
22. See discussion infra Part VI.
24. Id.; see also Kressler, supra note 11, at 244.
27. Gallagher, supra note 10, at 90–91 (discussing how the subjective nature of morals clauses leads to litigation).
light on the talent themselves, “the financier, the producer, the employer, or the distributor.” However, due to the inherent subjectivity of the term morality, it can be quite difficult to pinpoint what public morals or decency actually refers to. This ambiguity lies in the fact that the nature of morality is rooted in community customs that vary from community to community and from generation to generation. In fact, yesterday’s societal taboos may be socially accepted today. For example, in the past, an employee’s homosexuality might have been the triggering offense that terminated a contract, while, in the present, an employee making homophobic statements might be the trigger. Thus, there is no uniformly accepted legal definition of a moral standard nor can there truly be one single accepted definition due to the constant evolution of moral standards in society. Naturally, Hollywood studios typically adopt an “I know it when I see it” approach when evaluating their employees conduct.

30. Pinguelo & Cedrone, supra note 29, at 352 (discussing how moral standards change over time); see also Michael Moore, Moral Reality, 1982 Wis. L. Rev. 1061, 1096 (1982) (discussing how societal values change and will continue to change). “History teaches us that systems of values evolve, and there is no reason to think that the process is at an end.” Moore, supra.
31. Gallagher, supra note 10, at 91. “As everyone knows, moral standards seem to ebb and flow with the times. In many cases what was thought to be improper in 1951 is deemed perfectly acceptable in 2016.” Id.
32. Moore, supra note 29.
33. Gallagher, supra note 10, at 91; see also Moore, supra note 30, at 1096; Pinguelo & Cedrone, supra note 29, at 352 (discussing the inherent subjectivity of morality). “The skeptical conclusion is that our present system of values cannot be regarded as right or objective because we know it will change in the future.” Moore, supra note 30, at 1096.
34. See Jacobellis v. Ohio, 378 U.S. 184, 197 (1964) (Stewart, J., concurring). I have reached the conclusion, which I think is confirmed at least by negative implication in the Court’s decisions since Roth and Alberts, that under the First and Fourteenth Amendments criminal laws in this area are constitutionally limited to hard-core pornography. I shall not today attempt further to define the kinds of material I understand to be embraced within that shorthand description; and perhaps I could never succeed in intelligibly doing so. But I know it when I see it, and the motion picture involved in this case is not that.

Id.
moral conundrum, a test has been established to evaluate whether an employee’s conduct meets the requirement of being immoral.  

“The test is ‘not morality in the abstract, but whether taking the nature of the plaintiff’s employment into account the acts complained of rendered the plaintiff unfit to perform the duties which he had undertaken.’” Thus, an employee’s actions showing dishonesty and untrustworthiness justifies the employee’s dismissal because the employer “can no longer place faith and trust in the employee . . . or, as a result of the employee’s behavior, the public would be disposed to curtail business relations with the employer.” Therefore, the triggering offense that gives the employer the right to terminate the contract is usually conduct that is likely to damage the employer’s reputation and potentially hurt the company financially.

During the negotiation process, talent typically seek to have morals clauses narrowly tailored to be triggered only in the event of specific reprehensible conduct, such as conviction of a felony, making it more difficult to trigger the morals clause. On the other hand, the employer seeks to draft broader clauses that allows for the termination of the contract for various offenses such as accusations, arrests, and public indecency. Broader language gives the employer greater discretion over when the morals clause is invoked and thus when the contract is terminated.

2. Termination and Defenses

Invoking a morals clause in an entertainment contract is a complex business decision that must consider whether the employee’s actions are sufficiently likely to damage the employer-employee relationship so that a continued relationship would cause harm to the employer or their investment. Employers typically consider the severity of the employee’s conduct and the overall investment in the project. However, “[a] morals clause [can] also be [triggered by] the perception of wrongdoing, rather than

36. Id.
37. Id. at 633.
38. See Gallagher, supra note 10, at 90, 104.
39. Zweig, supra note 26, at 768.
40. Id.
41. Id.
42. Id.
43. Id.
actual” evidence of wrongdoing. Past misconduct that becomes public can also trigger a clause. While it can be argued that morals clauses give the contracting company immense power over the agreement, the talent is not without legal recourse. “[L]itigation often comes in the form of a suit for wrongful termination or in a breach of an employment contract claim because the talent believes that his or her behavior did not trigger the clause due to either ambiguity in the clause itself or a lack of required notice.”

B. A Brief History of the Morals Clause

“[M]orals clauses have [appeared] in . . . contracts for nearly a century.” Introduced in the early 1920s, morals clauses have been prevalent in entertainment contracts and have been “generally upheld by the courts.” However, the type of immoral conduct these clauses targeted have changed over the years. Initially, morals clauses were used to aid in the pre-World War II era crusade against celebrity sin. Then, studios attempted to stamp out the alleged Communist invasion in Hollywood during the McCarthy era by invoking morals clauses. Finally, today, morals clauses are primarily used to uphold the ethical standards that contracting companies are expected to live up to by the public. Today, there is a shift in application of morals clauses where studios and production companies now seek to target Hollywood’s prevalent problem of rampant sexual assault accusations against prominent male celebrities. Nevertheless, throughout the course of history, there has been a consistent theme regarding the addition of morals clauses: Protecting the company’s image in the public eye.

45. Id.
47. Id.
48. Robehmed, supra note 16.
49. Gallagher, supra note 10, at 88; Robehmed, supra note 16.
51. Gallagher, supra note 10, at 92.
52. Epstein, supra note 50, at 76.
53. Gallagher, supra note 10, at 92.
54. See Robehmed, supra note 16.
55. Epstein, supra note 50, at 75. “Businesses spend considerable sums of money to cultivate the ideal image, and negative associations can wreak havoc upon their efforts.” Id.
1. The Origin of the Morals Clause

In the early 1920s, Hollywood was frequently at odds with the religious sentiment of the rest of the United States, which viewed Hollywood as a cesspool of celebrity sin. Many theorized that this perception led to a dip in movie ticket sales which stagnated the motion picture industry. This slump in sales was further exacerbated by the “Fatty” Arbuckle incident—Hollywood’s first celebrity scandal. In 1921, beloved comedian Roscoe “Fatty” Arbuckle signed a multi-year, “[$3,000,000] contract with Paramount Pictures.” That year, the popular comedian hosted a Labor Day party in his San Francisco hotel suite where actress Virginia Rappe was later found to be severely injured and subsequently died of her injuries. After Rappe’s death, Arbuckle was charged with her murder and accused of rape. Arbuckle was ultimately acquitted of this charge but could not free himself from the shackles of the negative public perception that lingered. Learning at the expense of Paramount Pictures, Universal Film Company executives enacted a new company policy stating “that morals clauses would be added to all existing and new actor agreements.” These new clauses permitted the contracting company to discontinue talents’ salaries if they “forfeit[ed] the respect of the public.” The provision stated:

The actor—actress—agrees to conduct himself—herself—with due regard to public conventions and morals and agrees that he—she—will not do or commit anything tending to degrade him—her—in society or bring him—her—into public hatred, contempt, scorn, or ridicule, or tending to shock, insult or

57. Id.
59. Epstein, supra note 50, at 76.
60. Sheerin, supra note 58. “The star, thought to have weighed about [two hundred and sixty pounds] . . . was portrayed as a fat brute who had pinned down his prey, rupturing her bladder.” Id.
61. Id.
63. Gallagher, supra note 10, at 93.
offend the community or outrage public morals or decency, or
tending to the prejudice of the Universal Film and Manufacturing
Company or the motion picture industry.65

Universal Studios sought to use morals clauses to achieve three
specific goals to mitigate the public admonishment of Hollywood.66 First,
the new provisions were thought to remedy the perceived morally decrepit
celebrity lifestyle by acting as a *restraining influence* on actors and
actresses.67 Second, the clauses were intended to reassure the public that
their screen idols were exemplary moral figures.68 Third, the morals clauses
were drafted to protect Universal Studios’ investment worth hundreds of
thousands of dollars at the time.69 The morals clauses of today still mirror
the language used by Universal Studios in 1921 and are used in essentially
the same manner.70

2. The Clauses Confront Communism

Beginning in late 1947 to the 1950s, morals clauses expanded to
brand new territory—the political arena.71 This era marked the evolution of
the morals clause where they were employed as tools to stifle political
ideology and affiliation, rather than to target actual immoral conduct.72
During this era of United States history, Americans were deeply concerned
with the spread of Communist ideas to the United States.73 In response to
this Red Scare, the House Committee on Un-American Activities (“HUAC”)
was created and tasked with investigating private citizens, employees, and
organizations for potential ties to Communism.74 In addition to targeting
government officials and labor unions, HUAC eventually turned its suspicion
to Hollywood.75 HUAC served forty-three subpoenas upon studio directors,

65. Id.
66. See id.
67. Id.
68. See id. The exact quote reads: “[I]t will reassure the public, who for the
moment may be inclined to fear . . . their screen idols have feet of clay . . . .” *Morality Clause
for Films: Universal Will Cancel Engagements of Actors Who Forfeit Respect*, supra note 64.
69. Id.
71. SELZ ET AL., supra note 56, at § 9:106.
73. See *House Un-American Activities Committee, ELEANOR ROOSEVELT
PAPERS PROJECT*, http://www2.gwu.edu/~erpapers/teaching/glossary/huac.cfm (last visited
May 1, 2019).
74. Kressler, *supra* note 11, at 238; *House Un-American Activities Committee,
supra* note 73.
75. Kressler, *supra* note 11, at 238.
writers, and actors seeking to uncover an alleged Communist infiltration of Hollywood. Ten of these individuals were deemed *unfriendly* by theHUAC for their failure to testify about their political affiliation. These ten later came to be known as the *Hollywood Ten*. This notoriety caused three of the ten writers, Lester Cole, ring Lardner, and Robert Scott, to be terminated from employment by their respective studios due to their morals clauses being triggered.

The McCarthy era marked the first time morals clauses had been litigated in court which ultimately ensured that morals clauses would gain enough judicial acceptance to endure into the modern age. In *Loew’s, Inc. v. Cole*, Lester Cole brought suit against his former employer, Loew’s (under the trade-name MGM), for the termination of his contract after he refused to testify in front of theHUAC. Cole brought an action against MGM seeking a declaratory judgement that MGM did not have the right to terminate the contract. MGM contends that Cole’s failure to testify to theHUAC brought him under public disrepute and invoked his morals clause.

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77. *Id.*; Kressler, *supra* note 11, at 238.
78. Kressler, *supra* note 11, at 238.
79. *Id.*
81. 185 F.2d 641 (9th Cir. 1950).
82. *Id.* at 645.
83. *Id.* at 645.
84. *See Cole*, 185 F.2d at 645.
85. On December 2, . . . [Cole] was sent a notice of suspension reading as follows: “Dear Mr. Cole: At a recent hearing of a committee of the House of Representatives, you refused to answer certain questions put to you by such committee. By your failure to answer these questions, and by your statements and conduct before the committee and otherwise in connection with the hearings, you have shocked and offended the community, brought yourself into public scorn and contempt, substantially lessened your value to us as an employee, and prejudiced us
Cole argued that his conduct did not invoke the morals clause because his failure to testify was political conduct rather than immoral conduct. Nonetheless, the court found that failure to testify to a congressional committee was sufficiently immoral to invoke the morals clause since Cole did not conduct himself with due regard [for] public conventions. Thus, in upholding the clause within the contract, the court legitimized the existence of morals clauses and acknowledged their value in curbing immoral conduct.

Similarly, in RKO Radio Pictures, Inc. v. Jarrico, motion picture screen writer Paul Jarrico, refused to testify before theHUAC about his alleged Communist ties. RKO brought a declaratory judgement action, seeking a determination that the company had no obligation to give Jarrico screen credit based on the invocation of the morals clause in their contract. RKO alleged that the morals clause was triggered because Jarrico had “brought himself into public disrepute” by invoking the Fifth Amendment during theHUAC proceedings. The court held that Jarrico violated the morals clause and thus he was not entitled to screen credit because his refusal to testify in front of theHUAC qualified as immoral conduct.

Thus, the California Second District Court of Appeal upheld the clause in the contract and further legitimized morals clauses in the Hollywood entertainment industry.

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as your employer and the motion picture industry in general. By so doing you have violated your obligations under your contract of employment with us and your legal obligations to us as our employee.”

_Id._ at 928–29.

SELZ ET AL., _supra_ note 56, at § 9:106; _see also_ RKO Radio Pictures, Inc.

274 P.2d at 929.
Consistent with the holdings of *Loew’s* and *RKO*, the Ninth Circuit also upheld morals clauses in similar entertainment contracts. Even after Americans’ fear of a looming communist invasion dwindled, these clauses continued to be used against ostracized celebrities due to increased judicial acceptance.

3. The Modern Morals Clause

Morals clauses, once created to improve the low public perception of Hollywood and out concealed communists, are now standard provisions in motion picture and television talent agreements thanks to the judicial legitimacy afforded to them in the 1950s. This newfound judicial acceptance helped fashion morals clauses to be efficient tools in the modern age; tools used to terminate an agreement after public perception of talent took a turn for the worst. However, the changing moral landscape has not only changed the way morals clauses are used but also how frequently they are used. Today, these types of clauses are widely upheld but now focus on battling deviations from modern ethical standards.

By examining this morphology, this Comment will discuss how the modern use of morals clauses will be used to fight an emerging ethical dilemma—rampant sexual misconduct in Hollywood. In order to understand how morals clauses will be used in the future, it is prudent to have background information on the catalyst for this change, the #MeToo movement—its inception, its influence, and its impending change to Hollywood entertainment contracts.

III. The #MeToo Movement

Hollywood has had its fair share of celebrity scandals, but it has never experienced anything like the #MeToo movement. “The phrase and hashtag [#MeToo] has been one of the most viral and powerful trends in

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94. See id. at 930; Twentieth Century-Fox Film Corp. v. Lardner, 216 F.2d 844, 847–48 (9th Cir. 1954); *Loew’s*, Inc. v. Cole, 185 F.2d 641, 658 (9th Cir. 1950).
96. See id. at 94–96; Kressler, *supra* note 11, at 250.
98. See Robehmed, *supra* note 16.
100. See Robehmed, *supra* note 16.
social media history. “The movement, started by activist Tarana Burke nearly a decade ago, was catapulted from a small grassroots organization into an international powerhouse in a matter of months.” Since its inception, the movement has sought to advocate for the survivors of sexual violence in low income communities and promote a more substantive discussion on sexual violence in the workplace. In less than six months, Hollywood’s rampant sexual harassment epidemic was thrust into the national and international discourse by victims, their allies, and supporters.

The unprecedented maelstrom that is the #MeToo movement began when actress Ashley Judd came forward about her experience with Hollywood producer and film mogul Harvey Weinstein in which she divulged that Weinstein made sexual advances towards her in exchange for a boost in her career. Since Judd’s revelation, eighty-seven women have come forward accusing Weinstein of sexual impropriety, including rape, over a span of two decades. These allegations led to Weinstein’s termination as chief executive officer (“CEO”) of the Weinstein Company.


#MeToo was started by activist Tarana Burke after she had a conversation with a thirteen-year-old girl who opened up to her about the sexual abuse she was experiencing at the hands of her mother’s boyfriend, according to the New York Times. A decade later, in 2006, Burke founded the non-profit Just Be, Inc., an organization that supports victims of sexual misconduct, with a focus on young girls of color. Langone, supra.

106. See Vision, supra note 105.
107. See id.
Company’s subsequent bankruptcy, and the filing of formal charges against Weinstein. In June 2018, Weinstein pleaded not guilty to two counts of rape and one count of first degree criminal sex act in the Supreme Court of New York.

The #MeToo movement truly became an international phenomenon when, in the aftermath of the Weinstein scandal, actress Alyssa Milano encouraged her Facebook and Twitter followers to share their experiences by replying me too to her post. “The hashtag was [retweeted] nearly a million times in [forty-eight] hours . . . .” On Facebook, there were approximately twelve million posts and comments about #MeToo in less than twenty-four hours. Internationally, more than eighty-five countries registered tweets exceeding one thousand, with the hashtag totaling approximately 1.7 million tweets world-wide. But the movement did not stop with Harvey Weinstein. Since the hashtag went viral, more than eighty celebrities and other public figures have been accused of sexual misconduct, harassment, or assault, including Kevin Spacey, Louis C.K., Bill O’Reilly, Bill

113. Id.
116. Id.
117. Radu, supra note 114.
118. Samantha Cooney et al., Here Are All the Public Figures Who’ve Been Accused of Sexual Misconduct After Harvey Weinstein, TIME (Oct. 4, 2018, 12:01 PM), http://www.time.com/5015204/harvey-weinstein-scandal/.
119. Id.
Cosby,\textsuperscript{123} and Morgan Freeman.\textsuperscript{124} The movement, in fact, gained so much attention that it even expanded out of Hollywood and into politics,\textsuperscript{125} academia,\textsuperscript{126} and other industries.\textsuperscript{127} Due to the all-encompassing scope of the movement, it is not surprising that #MeToo has had an effect on

\begin{enumerate}
\item[123.] Carly Mallenbaum et al., \textit{A Complete List of the 60 Bill Cosby Accusers and Their Reactions to the Guilty Verdict}, USA TODAY: LIFE (Apr. 27, 2018, 4:32 PM), http://www.usatoday.com/story/life/people/2018/04/27/bill-cosby-full-list-accusers/555144002/.
\end{enumerate}
Hollywood’s talent and finances. Since the inception of morals clauses, Hollywood studios and production companies have always paid close attention to how the public perceives the celebrities they contract with and, in turn, their own reputation. The shift in norms pertaining to reporting sexual harassment and assault have put Hollywood film and television companies in a difficult situation as many of the celebrities they contracted with have become toxic. This Comment will address this issue and explain how the #MeToo movement has affected Hollywood film and television companies and the ramification it has had for the celebrities accused of sexual impropriety.

IV. #MeToo’s Effect on Hollywood’s Talent and Finances

The accusations of sexual assault against popular celebrities have hit Hollywood studios right where it hurts—their pockets. In the wake of the #MeToo movement, several celebrities have had their careers ended or have had their future projects terminated. This section will address the effect of the #MeToo movement on Hollywood and talent to better understand why Hollywood studios are looking to expand the use of morals clauses, and draft them in a way that allows for termination of the contract in light of serious accusations of sexual misconduct or assault, instead of just charges or convictions of these offenses. Case studies on the Harvey Weinstein, Kevin Spacey, and Louis C.K. accusations will be used to illustrate this expansion of the morals clause. As this Comment addresses, some of these celebrities did not have a morals clause inserted into their talent agreements—an issue Hollywood now plans to remedy.

A. Weinstein’s Termination

In the incident that catapulted the #MeToo movement, the Weinstein case shows just how much a Hollywood company can lose in the face of
sexual harassment allegations made against an employee.\textsuperscript{137} Weinstein was terminated as chairman of the Weinstein Company after more than eight women accused him of sexual misconduct, including rape.\textsuperscript{138} The film producer had a \textit{loose} morals clause in his contract with the Weinstein Company that could only have been triggered if he failed to pay fines and any costs incurred by the company \textit{due to his behavior}.\textsuperscript{139} This behavior allegedly included sexual harassment and other misconduct, giving the film producer a contractual loophole to avoid termination of the contract if he was accused.\textsuperscript{140} However, Weinstein was still able to be terminated by the company who forced him out in late 2017.\textsuperscript{141} Following Weinstein’s termination, the company planned to undergo an internal investigation of the allegations which could cost the company approximately twenty million to forty million dollars.\textsuperscript{142} Additionally, New York Attorney General Eric Schneiderman filed charges against Harvey Weinstein and Bob Weinstein, his brother and co-chairman of the company, alleging that “the company failed to respond” to sexual harassment allegations in the past and even contractually shielded Harvey from termination.\textsuperscript{143} 

\begin{itemize}
\item In light of new information about misconduct by Harvey Weinstein that has emerged in the past few days, the directors of The Weinstein Company—Robert Weinstein, Lance Maerov, Richard Koenigsberg and Tarak Ben Ammar—have determined, and have informed Harvey Weinstein, that his employment with The Weinstein Company is terminated, effective immediately,” read a statement from the TWC board.
\item Galuppo & McClintock, \textit{supra} note 137.
\item Sullivan, \textit{supra} note 136.
\item Richard Morgan, \textit{Board Approval Harvey’s Contract Suggests TWC Complicity}, N.Y. POST, June 7, 2018, at 29. “According to the contract, which Weinstein signed in 2015, a first offense would cost him $250,000, a second $500,000 and a third $750,000. \textit{For each additional instance}, the contract continued, the cost to Weinstein would level out at [one] million [dollars].” \textit{Id.}
\item Galuppo & McClintock, \textit{supra} note 137.
\begin{itemize}
\item “These investigations, if done thoroughly, can be extremely expensive, in the range of [twenty] million to [forty] million [dollars], given that the allegations span three decades, two continents, and involve potentially dozens of individuals,” said Debra Katz, a partner with Katz, Marshall & Banks, who has worked on similar cases.
\end{itemize}
\textit{Id.}
\item DiNapoli, \textit{supra} note 138.
\end{itemize}
against Weinstein increased, the reputation and value of his former company decreased. After months of legal and financial troubles, the Weinstein Company filed for bankruptcy in March 2018.

B. Spacey’s Termination

In the case of Kevin Spacey, the Oscar winning actor and *House of Cards* star was accused by over thirty men of sexual assault. On October 30, 2017, actor Anthony Rapp was the first to make an accusation against Spacey, claiming that he was fourteen and Spacey was twenty-six when Spacey made a sexual advance towards him in 1986. Rapp alleged that “Spacey laid on top of him” and tried to seduce him at Spacey’s apartment. The next day, “Netflix, the network behind Spacey’s *House of Cards* drama, [stated that it was] deeply troubled by the [allegations].” On November 3, 2017, Netflix severed ties with Spacey while *House of Cards* was in production in its sixth season. The streaming service publicly announced that it will “not be involved with any further production of *House of Cards* that includes Kevin Spacey.”

This severance of the Netflix/Spacey relationship included the decision to not release the film *Gore*, the Gore Vidal biopic, which was in postproduction at the time. Spacey contested his termination and claimed that “Netflix [could not] legally fire him because his contract did not contain a moral[s] clause.” According to Spacey’s contract, he can only be suspended or terminated “if he becomes unavailable or incapacitated.” However, Spacey was neither

144. See id.
145. Id.
147. Id.; Kevin Spacey Timeline: How the Story Unfolded, supra note 146.
148. Id.
149. Id.; see also *House of Cards*, supra note 146.
150. *House of Cards*, supra note 146.
152. Kevin Spacey Timeline: How the Story Unfolded, supra note 146; Phillips, supra note 150; see also *House of Cards*, supra note 146.
153. See Kevin Spacey Timeline: How the Story Unfolded, supra note 146; Phillips, supra note 150.

https://nsuworks.nova.edu/nlr/vol43/iss2/5
unavailable or incapacitated since “he voluntarily checked himself into treatment in Arizona” after the accusations against him surfaced.\textsuperscript{155} Netflix and the production company, Media Rights Capital, were able to circumvent this issue by suspending the actor based on a sexual harassment policy.\textsuperscript{156} Nonetheless, the decision to remove Spacey from Cards and not release the feature film Gore reportedly cost Netflix $39,000,000.\textsuperscript{157} Additionally, Spacey was also set to star in the Ridley Scott-directed film All the Money in the World, but was ultimately cut due to the allegations and the role was recast to another actor, Christopher Plummer.\textsuperscript{158} The decision to cut Spacey out of a film that had already wrapped and replace him with another actor was unprecedented, since the film was due to be released just six weeks after the decision.\textsuperscript{159} Imperative Entertainment, which produced the film, reportedly spent $10,000,000—a quarter of the movie’s original budget—to reshoot Spacey’s scenes.\textsuperscript{160}

C. Louis C.K.’s Termination

On November 9, 2017, approximately a month after the Weinstein accusations and a week after Spacey’s, the New York Times published a story regarding sexual misconduct accusations made by five women against famed comedian and actor, Louis C.K.\textsuperscript{161} Dana Min Goodman and Julia Wolov, a Chicago comedy duo, alleged that during a 2002 visit to C.K.’s hotel room, he got completely undressed and masturbated in front of them.\textsuperscript{162} Similarly, comedian Rebecca Corey was asked by C.K. if he could masturbate in front of her.\textsuperscript{163} A day after these accusations surfaced, the

\textsuperscript{155} Id.
\textsuperscript{156} Id.
\textsuperscript{159} Lang & Kroll, supra note 158.
\textsuperscript{161} Ryzik et al., supra note 121; see also Jodi Kantor & Megan Twohey, Sexual Misconduct Claims Trail a Hollywood Mogul, N.Y. TIMES, Oct. 6, 2017, at A1; Kevin Spacey Timeline: How the Story Unfolded, supra note 146.
\textsuperscript{162} Ryzik et al., supra note 121.
\textsuperscript{163} Id.
A comedian came forward and admitted to his sexual misconduct.\textsuperscript{164} FX Productions subsequently cut ties with Louis C.K. and will no longer credit him as executive producer; he will also no longer receive compensation for the four shows the comedian was producing for the FX network, including the critically acclaimed series \textit{Louie}.\textsuperscript{165} HBO cancelled C.K.’s appearance on \textit{Night of Too Many Stars: America Unites for Autism Program} and refused to show his past projects on its on-demand services.\textsuperscript{166} Additionally, C.K.’s film \textit{I Love You, Daddy}, initially slated for release the week the allegations surfaced, had its premiere cancelled and was not released domestically\textsuperscript{167} or internationally.\textsuperscript{168} Following a setback, the Orchard, who initially bought the right to the film for $5,000,000, pressed Louis C.K.’s attorneys for a return deal.\textsuperscript{169} Netflix also cancelled a standup special deal with the comic, estimated to have been worth nearly $30,000,000.\textsuperscript{170} However, because the agreement contained a morals clause, the service provider only paid the comic for the special that was filmed, saving the company millions.\textsuperscript{171}

D. Analysis

The Weinstein, Spacey, and C.K. incidents shed light on the motivations of Hollywood studios and executives in their push to include broader morals clauses in future entertainment contracts.\textsuperscript{172} In Weinstein’s

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\textsuperscript{166} Berg, supra note 165; see also \textit{Night of Too Many Stars: America Comes Together for Autism Programs} (Comedy Central broadcast Mar. 8, 2015).

\textsuperscript{167} Izadi, supra note 164; \textit{I LOVE YOU, DADDY} (Circus King Productions).


\textsuperscript{170} Berg, supra note 165.

\textsuperscript{171} \textit{Id.}

\textsuperscript{172} Robehmed, supra note 16.
case, the accusations leveled against him led to his fall from grace in Hollywood and the filing of criminal charges against him.\textsuperscript{173} Additionally, the accusations led to a well-established and profitable company like the Weinstein Company to fall in a matter of mere months.\textsuperscript{174} Just a few weeks later, Kevin Spacey, a critically acclaimed and Oscar award winning actor, went from one of the most highly paid celebrities in 2016 to a social pariah in a matter of days.\textsuperscript{175} Additionally, Spacey was paid for the entire final season of \textit{House of Cards}, even though he does not appear in a single episode.\textsuperscript{176} Similarly, Louis C.K., beloved comic and powerhouse of the comedy industry, lost nearly every means of his former income in the span of days, however, he was still paid for the first Netflix stand up special which has never been released.\textsuperscript{177} Although the indie film company, The Orchard, managed to recoup the cost of the film by buying and reselling \textit{I Love You, Daddy} back to C.K, the company could not recoup the revenue the film would have generated if the film had been released.\textsuperscript{178} Thus, in light of these financial pitfalls, Hollywood is ready to turn to morals clauses once more.\textsuperscript{179}


From high-ranking movie executives to movie stars, rampant sexual harassment and rape are now altering how business in Hollywood is conducted.\textsuperscript{180} The fear of financial loss and declining public perception has led some Hollywood studios and executives to consider the addition of broad morals clauses in entertainment contracts as a solution to their woes.\textsuperscript{181} These broad morals clauses will be drafted in such a way as to account for accusations of sexual harassment or rape, not just formal charges and convictions for these offenses.\textsuperscript{182} Fox is one studios that is attempting to insert broad morals clauses into talent agreements.\textsuperscript{183} The Fox provisions

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\begin{itemize}
\item[173.] See id.
\item[174.] See DiNapoli, \textit{supra} note 138.
\item[176.] Siegel, \textit{supra} note 5.
\item[177.] See Berg, \textit{supra} note 165.
\item[178.] See D’Alessandro, \textit{supra} note 169.
\item[179.] Siegel, \textit{supra} note 5.
\item[180.] Robehmed, \textit{supra} note 16.
\item[181.] See id.
\item[182.] Id.
\item[183.] Siegel, \textit{supra} note 5.
\end{itemize}
would allow for the termination of the talent agreement “if the talent engages in conduct that results in adverse publicity or notoriety or risks bringing the talent into public disrepute, contempt, scandal, or ridicule.” Paramount Pictures is another studio eyeing the inclusion of broad morals clauses in entertainment contracts with talent. Further, several smaller distributors have already started to include them in their contracts. An example of a broad morals clause already added to a talent agreement by one film distributor is:

In the event Distributor becomes aware of a violation or alleged violation of Distributor’s policy by any key individual whether or not such violations occurred prior to, during, or after such services were provided, or Distributor becomes aware that a Key Element has committed or has been charged with an act considered under state or federal laws to be a felony or crime of moral turpitude, then Distributor shall have the right to: (i) cease distribution of the Picture; (ii) delete any credit given to such Key Element in connection with the picture; and/or (iii) modify, edit, and/or reshoot the Picture to the extent necessary to remove the Key Element from the Picture.

However, these clauses will not just affect talent. Morals clauses will also be added to cover Hollywood executives too, since directors and talent can also be detrimentally affected by the actions of high-ranking executives, like Harvey Weinstein, especially if those figures become associated with sexual impropriety.

The inclusion of these morals clauses in Hollywood contracts is already under fire. The Directors Guild of America and the Writers Guild of America are labor unions that have long banned morals clauses in member agreements and are especially wary of the incoming wave of broader morals clauses. Many others hypothesize that broader morals clauses in contracts

184. Id.
185. Id.
186. Id.
187. Id.
188. See Siegel, supra note 5.
189. Id.
190. See id.
191. Robehmed, supra note 16.

We are also hearing reports as well of more widespread use of increasingly onerous morality clauses, and that is obviously a significant concern for us . . . . While we do not have contract language directly prohibiting these clauses, we will be taking a close look at this issue to ensure that the union is taking all appropriate measures to protect our members.
are bad precedent because they allow for an agreement’s termination in the event that the talent or executive is merely accused of sexual misconduct or rape and not formally charged with any crime. Additionally, some argue that broad morals clauses can once again be used to target innocent individuals, like the Hollywood Ten scandal of the McCarthy era, and lead to unfair termination. This Comment will address these concerns and opine that this new era of broader morals clauses are here to stay.

VI. **THE NEW MORALS CLAUSES ARE HERE TO STAY**

Hollywood’s push for broader morals clauses in the wake of the #MeToo movement may strike some as a truly unprecedented move. While it is true that the #MeToo movement has reverberated throughout the entertainment industry in a way no other movement has, broad morals clauses are nothing new and remain consistent with the morals clauses of the past. The new morals clauses are here to stay for three reasons: first, they are very similar to the morals clauses of the early and mid-1900s and will be used in consistence with the morals clauses of the past. Second, like the morals clauses of the twentieth century, the new wave of broader and more expansive morals clauses will be upheld by the courts since previous courts have upheld similar provisions. Third, public policy calls for the inclusion of broader morals clauses to help remedy the epidemic of rampant sexual misconduct in Hollywood.

**A. Broad Morals Clauses Are Nothing New**

Since the inception of the morals clause, morals clauses have typically been drafted broadly giving the contracting employer the power to terminate the contract in the event that the talent commits an offense that

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192. See id.
193. Id.; see also Epstein, supra note 50, at 76–78.
194. See discussion infra Part VI.
195. Siegel, supra note 5. Lawyer Linda Lichter said, “[t]his is a whole new territory.” Id.
196. See Gallagher, supra note 10, at 92–93.
197. Id.
198. Id. at 96; see also Epstein, supra note 50, at 77; Kressler, supra note 11, at 245–46.
The Universal Film Company’s first morals clause in 1921 did not include the exact conduct that would trigger the provision, such as a conviction of a specific type of felony. Instead, the clause conveyed broad sweeping language that allowed for the termination of the contract for a variety of reasons. For example, the 1921 Universal morals clause was drafted in a manner that allowed for the termination of the contract if the talent did not “conduct himself—herself—with due regard to public conventions and morals.” Further, the clause also gave the employer the right to terminate the contract if the talent engaged in conduct that tended to “shock, insult, or offend the community or outrage [the] public morals [and] decency.” The recently proposed Fox morals clause is similarly drafted in an all-encompassing manner, allowing for the termination of the agreement if the talent’s behavior results in “adverse publicity or notoriety or risks bringing the talent into public disrepute, contempt, scandal or ridicule.” Thus, the new broader morals clauses are not a novel phenomenon in the entertainment industry and are consistent with the broadly tailored morals clauses of the past.

B. Broader Morals Clauses Will Be Used as Originally Intended

The new wave of broad morals clauses will also be used as originally intended—as a tool the contracting employer equips against negative public perception of the talent or, by association, the company. Much like the aftermath of the Fatty Arbuckle scandal of 1921, contracting employers of today see morals clauses as a method to protect themselves from financial ruin. As the #MeToo movement has shown Hollywood, sexual assault and rape accusations made against talent hurt their employers financially because of the talent’s negative perception in society. Thus, these broader morals

200. Gallagher, supra note 10, at 92–97. “[T]he language of morals clauses has only been slightly altered over time . . . .” Id. at 92. “[M]orals clauses today are not all that different from the original one instituted by Universal Film Company in 1921.” Id. at 97.
201. Id. at 93.
202. Id.
204. Gallagher, supra note 10, at 93; Morality Clause for Films: Universal Will Cancel Engagements of Actors Who Forfeit Respect., supra note 64.
205. Siegel, supra note 5; see also Gallagher, supra note 10, at 93.
206. Gallagher, supra note 10, at 93–94 (discussing that the language of morals clauses has remained largely unchanged since the 1920s).
207. Pinguelo & Cedrone, supra note 29, at 352; Gallagher, supra note 10, at 88, 97.
208. Gallagher, supra note 10, at 88, 93.
209. Fiegerman, supra note 157; Robehmed, supra note 16.
clauses are merely tools to stymie the probability of financial loss in the event of an accusation of sexual ignominy.\textsuperscript{210}

However, there are those who fear that broader morals clauses set a bad precedent because they could be used inappropriately.\textsuperscript{211} Those who share this opinion about broad morals clauses assert that they can be used in malicious ways to target innocent people and refuse them pay.\textsuperscript{212} These individuals allude to the inappropriate usage of the morals clause in the late 1940s and 1950s, when morals clauses were used to target suspected communists.\textsuperscript{213} However, the comparison between the #MeToo and the Red Scare is a false dichotomy because where #MeToo sought to help the victims of an industry infected by the epidemic of sexual harassment and rape, the McCarthy era was wrought with the malicious targeting of individuals merely due to political intolerance.\textsuperscript{214} Further, it is unlikely that targeting those accused of sexual misconduct will lead to a witch hunt and the unnecessary termination of talent contracts because this would be a counterintuitive business venture of the employer.\textsuperscript{215} An employer would likely only use the morals clause to terminate an agreement if there is a substantial reason to do so, including multiple allegations of sexual assault or rape or a single allegation with valid and unequivocal evidence.\textsuperscript{216}

C. **Broader Morals Clauses Will Be Upheld in Court**

Like the morals clauses of yesterday, it is likely that the new wave of broader morals clauses will similarly be upheld by courts.\textsuperscript{217} In fact, litigants typically allege that morals clauses are broadly or ambiguously drafted to such a degree that they did not have knowledge of what conduct would trigger the clause.\textsuperscript{218} These allegations are commonly dismissed as without merit.\textsuperscript{219} For example, in *Nader v. ABC Television, Inc.*,\textsuperscript{220} a United States
Court of Appeals upheld a morals clause in a talent agreement between Michael Nader, an actor on soap opera *All My Children*, and his employer, American Broadcasting Company (“ABC”). After Nader was arrested for “one count of criminal sale of a controlled substance . . . and one count of resisting arrest,” ABC subsequently terminated him from employment and Nader was written out of the show for violation of his morals clause. Nader filed a lawsuit against ABC alleging the morals clause was ambiguous, overly broad, and vague on its face. The trial court granted summary judgement for ABC holding that Nader’s arrest was a proper trigger for the clause. On appeal, the Second Circuit agreed with the trial court’s decision that morals clauses have long been upheld as valid and enforceable. Further, the court held that Nader’s actions were a proper trigger for the morals clause because his conduct generated negative media attention upon ABC. It is implied in the court’s reasoning that the assertion that the clause was overbroad was meritless because, although there wasn’t specific language in the contract that stated that the agreement could be terminated in the event of an arrest, the language did specifically state that any conduct that damages the reputation of the employer could trigger the clause. Thus, regardless of any formal charges, a morals clause will be upheld if the employee’s behavior adversely affects the employer’s reputation.

Similarly, in *Galaviz v. Post-Newsweek Stations*, the Fifth Circuit upheld a morals clause in an employment contract holding that a plaintiff’s behavior that adversely affects the employer’s reputation is a sufficient trigger for a morals clause. In this case, Virginia Galaviz, a television...
news reporter, was terminated by her employer, Post-Newsweek Stations, for triggering her morals clause after a domestic dispute led to her arrest. The morals clause did not specifically include language that stated that an arrest would trigger the morals clause. Galaviz filed a lawsuit against her former employer and the district court granted summary judgment in favor of Post-Newsweek. On appeal, Galaviz claimed that her morals clause was broad and ambiguous. Nonetheless, the Fifth Circuit held that her conduct was a sufficient trigger for the morals clause and that it was not broad nor ambiguous. The court reasoned that since her morals clause included language allowing for the termination of the agreement if the employee’s behavior “adversely affects the reputation or business of [the station] or the standing of [the station]” and Galaviz’s conduct did result in the negative publicity of the company, then the termination of Galaviz was wholly justified. Thus, regardless of an arrest, an employee’s conduct that negatively impacts the reputation of the employer will be sufficient to trigger a morals clause.

Regarding the new wave of broader morals clauses after the #MeToo movement, the clauses will allow for the termination of the agreement even if the talent is merely accused of sexual harassment or rape. It is the employer’s discretion to determine whether the accusations warrant the termination of the agreement. However, unlike Nader and Galaviz, the new wave of morals clauses will include language that specifically states that accusations of sexual harassment or rape could ultimately trigger the morals clauses. It is worth noting that the contracts in both Nader and Galaviz did not include specific language that arrests would trigger their respective

231. Id. at **2.
232. Id.
233. Id. at **4.
234. Id. at **5.
235. Id. at **2, **5 (alteration in original).
236. See id.
237. Siegel, supra note 5.
238. Gallagher, supra note 10, at 91.
239. Siegel, supra note 5; see also Galaviz, 2010 U.S. App. LEXIS 11790, at **2; Nader v. ABC Television, Inc., No. 04-5034, 2005 U.S. App. LEXIS 19536, at **6 (2d Cir. 2005).
morals clauses and yet the courts still upheld these clauses, reasoning that any action that adversely affects the employer is sufficient to trigger the moral clauses and terminate the agreement.\textsuperscript{241} It is likely that since modern entertainment agreements will specifically state that accusations are enough to trigger a clause, future talent cannot successfully claim that the new morals clauses in their contracts are overly broad and ambiguous since they will receive ample notice of these triggers.\textsuperscript{242} Thus, it logically follows that if the broad morals clauses of the past have been upheld by the courts, then it is likely that the new wave of broader morals clauses that account for sexual misconduct and rape allegations will similarly be upheld by the courts, so long as the conduct adversely impacts the employers reputation.\textsuperscript{243}

D. \textit{Broader Morals Clauses Make Sense}

Given the significant implications sexual assault and rape have on victims, it is prudent that Hollywood, and other companies, adopt broader morals clauses in entertainment contracts that can be terminated by legitimate allegations of sexual misconduct or assault.\textsuperscript{244} Broader morals clauses will better serve public policy because they can help shed light on the sexual harassment and assault culture in Hollywood and serve as a restraining influence on talent to prevent future sexual misconduct.\textsuperscript{245} #MeToo’s modus operandi is to help victims of sexual assault and violence by shedding light on workplace misconduct and broader morals clauses in Hollywood contracts can help assist in this endeavor.\textsuperscript{246} Hollywood has already seen an unprecedented shift in culture in the wake of #MeToo.\textsuperscript{247} Influential organizations have updated their codes of conduct and are implementing new rules to curb talent’s misbehavior.\textsuperscript{248} Additionally, Hollywood’s culture of silence on sexual violence has been breached and handed legal artillery in the war against sexual violence in the form of \textit{Time’s Up}.\textsuperscript{249} The Time’s Up Legal Defense Fund offers legal and financial support


\textsuperscript{242} See Robehmed, supra note 16; Siegel, supra note 5.

\textsuperscript{243} See Gallagher, supra note 10, at 88; Sullivan, supra note 136.

\textsuperscript{244} See Dorsey, supra note 199.

\textsuperscript{245} See id.

\textsuperscript{246} See Siegel, supra note 5.


\textsuperscript{248} Id.

\textsuperscript{249} See Langone, supra note 105.
for men and women who desire to fight sexual misconduct by use of the justice system. Legal and financial support coupled with a broader morals clause can help victims of sexual misconduct find justice in the courtroom.

Additionally, these types of morals clauses can serve as a deterrent to misbehavior by providing an incentive for talent to conduct themselves in a manner that would not trigger the clause. Morals clauses have always been intended to serve as a restraining influence on talent conduct and broader morals clauses are consistent with this intention. In the midst of the #MeToo era, the effects that sexual assault and rape allegations have on a celebrity’s career are apparent. The #MeToo effect on workplace culture is, in part, due to celebrities acknowledging the career ending implications of these allegations. Specifically inserting language into a provision of a contract further provides an incentive not to engage in these frowned upon behaviors by solidifying the exact type of behaviors that would ultimately trigger a morals clause.

VII. CONCLUSION

Morals clauses have been around for nearly one hundred years and have been sought out by employers as a means to protect their reputation in the public eye. For this reason, it is no surprise that in the wake of the #MeToo movement, Hollywood studios and executives turned their attention once again to morals clauses in an attempt to distance themselves away from toxic talent who were being tried in the court of public opinion. Whether these Hollywood companies are genuine in their sentiments against workplace sexual misconduct is beside the point. These companies are businesses like any other whose primary focus is to be as profitable as possible and aim to avoid financial ruin. Showing solidarity with the recent cultural trend of breaking the silence on workplace harassment is but a means of avoiding financial ruin. However, some feel uneasy about the prospect of terminating an agreement solely on the basis of mere allegations

250. Id.
251. Id.; see also Robehmed, supra note 16.
252. Rosenbaum, supra note 44, at 131.
253. See id. at 151.
254. See Corey, supra note 125; Thorpe, supra note 104.
255. See Robehmed, supra note 16; Thorpe, supra note 104.
256. See Robehmed, supra note 16; Siegel, supra note 5.
257. Gallagher, supra note 10, at 88–89; Robehmed, supra note 16.
258. See Robehmed, supra note 16; Siegel, supra note 5.
259. See Robehmed, supra note 16; Siegel, supra note 5.
260. See Atkinson, supra note 247.
of misconduct. While these arguments mean well, they fail to take into account the nature of businesses as rational entities that would not terminate an agreement solely on the basis of a single unsubstantiated allegation with little public condemnation. A blog post on babe.net accusing comedian and actor Aziz Ansari of sexual misconduct failed to lead to Ansari’s termination from Netflix. It is likely that Netflix, the streamer of Ansari’s show Master of None, acknowledged that the allegations made against him were unsupported and did not cause the public to turn against him. It is even more likely that the streaming service took note of the public conversation that followed the accusation and determined that it did not rise to level of the allegations made against Kevin Spacey and Louis C.K. As of July 2018, Master of None is available for streaming on Netflix.

This Comment has not attempted to tout what these actors do or do not deserve in light of these allegations. Nor has this Comment opined on the fairness of punishing these stars by terminating their contracts. This Comment has simply attempted to address the way in which societal shifts in norms and values affect talent contracts and the manner in which deals are made in Hollywood. The coming wave of broader morals clauses in Hollywood entertainment contracts in the wake of #MeToo is but an example of this phenomenon. The #MeToo movement is an illustration of how societal norms and values shape the law, but also serves as an example of how the law shapes society by including morals clauses in contracts, which may deter conduct and shed light on the phenomenon of workplace sexual misconduct. Therefore, the arguments made herein—that broader morals

262. See Robehmed, supra note 16; Siegel, supra note 5.
263. See ZWEIG, supra note 26, at 768.
267. See id.
268. Master of None (3 Arts Entertainment 2015).
269. See discussion supra Part IV.
270. See discussion supra Part IV.
271. See discussion supra Part V.
272. Siegel, supra note 5.
273. See id.; Temin, supra note 127.
clauses are not a new phenomenon—will not be abused, will be upheld in court, are consistent with public policy, and serve to alleviate several concerns about the broadening of morals clauses to account for allegations and accusations of sexual misconduct and assault.\textsuperscript{274}

\textsuperscript{274} See Gallagher, \textit{supra} note 10, at 88, 104–05; Dorsey, \textit{supra} note 199; Siegel, \textit{supra} note 5.