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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES  
CENTRAL CIVIL WEST**

IN RE: TV WRITERS CASES,

[Assigned to Hon. Emilie H. Elias for all purposes]

Case No. BC 268 836

THIS DOCUMENT RELATES TO:

- Alch, et al., v. Time Warner Entertainment, Company, et al., Case No. BC 268 836;
- Neal, et al., v. Viacom Inc. and United Paramount, Network, et al., Case No. BC 268 837;
- Young, et al., v. DreamWorks SKG TV LLC , Case No. BC 268 838;
- Bast, et al., v. Fox, Broadcasting Company, et al., Case No. BC 268 839;
- Levy, et al., v. The Gersh Agency, Inc., Case No. BC 268 840;
- Edwards, et al., v. The Carsey-Werner, Company, et al., Case No. BC 268 841;
- Wynn, et al., v. National Broadcasting Company, Inc., et al., Case No. BC 268 842;
- Brooks, et al., v. William Morris Agency, Case No. BC 268 843;
- Brett, et al., v. The Walt Disney Company, et al., Case No. BC 268 844;
- DiStefano, et al., v. Columbia TriStar Television, Inc., Case No. BC 268 845;
- Eisenson, et al., v. Lucy Stille & Associates, Inc., d/b/a Paradigm Talent & Literary Agency, et al., Case No. BC 268 847;
- Lang, et al., v. Shapiro-Lichtman, Inc., d/b/a Shapiro-Lichtman-Stein, Case No. BC 268 848;
- Neal, et al., v. The Endeavor Agency, Inc., Case No. BC 268 849;

**[Proposed]  
ADMINISTRATIVE ORDER NO. 1:  
Terms and Conditions Governing  
Settlement Fund II  
Prior to Effective Date**

1 Kinghorn, et al., v. Universal Studios, Inc., et al.,  
Case No. BC 268 877;  
2 Moriarty, et al., v. Viacom Inc., and Paramount,  
Studios, Inc., et al., Case No. BC 268 878;  
3 Yanok, et al., v. Agency for the Performing Arts,  
Inc., Case No. BC 268 880;  
4 Schwartz, et al., v. United Talent Agency, Inc., Case  
No. BC 268 881;  
5 Shayne, et al., v. Viacom Inc. and CBS  
Broadcasting, Inc., Case No. BC 268 882,  
6 Kalish, et al., v. Viacom Inc., et al., Case No. BC  
268 883.

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1 **I. PREAMBLE**

2 This Court has entered an order preliminarily approving class action settlements in the  
3 above-referenced cases. Those settlements provide for the payment of monies and the  
4 establishment of a settlement fund. This Order – entitled Administrative Order No. 1: Terms and  
5 Conditions Governing Settlement Fund II Prior to Effective Date – (a) sets forth the terms and  
6 conditions for establishment and administration of Settlement Fund II, and (b) appoints the initial  
7 Trustees of Settlement Fund II. Unless otherwise indicated, all terms defined in the Settlement  
8 Agreements or other Administrative Orders and utilized herein shall have the same meanings set  
9 forth in the Settlement Agreements or other Administrative Orders.

10 **II. ESTABLISHMENT OF SETTLEMENT FUND II**

11 **A. Funding, Name, and Settlement Fund Administration**

12 1. **Deposit of Monies Upon Preliminary Approval.** Upon Preliminary  
13 Approval, all monies due under the Settlement Agreements shall be  
14 deposited, within the time period(s) specified in the relevant Settlement  
15 Agreements, into one or more accounts at City National Bank, unless  
16 another financial institution is jointly selected by the Trustees of Settlement  
17 Fund II. (The financial institution at which the Settlement Fund II funds are  
18 deposited shall be referred to as the “Depository.”) The accounts into  
19 which such funds are deposited shall be referred to as “Settlement Fund II”  
20 and any accounts holding such monies shall bear that title.

21 a. Upon Preliminary Approval, the Trustees of Settlement Fund II and  
22 all monies deposited into Settlement Fund II, as well as any income  
23 earned thereon, shall be subject to the jurisdiction and supervision of  
24 the Court. In the event any dispute exists or arises regarding the  
25 holding, management or disbursement of Settlement Fund II monies,  
26 or the actions of any Trustee with respect thereto, any party may  
27 seek immediate relief from the Court.

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b. Following transfer of these funds to Settlement Fund II, and with the exception noted in Section II.A.1.f,<sup>1</sup> *infra*, said funds cannot be returned to the entity that provided the funds to Settlement Fund II (i.e., Ins. Co. or a particular defendant, as appropriate) or transferred to any other Person or Depository except as follows, which are expressly authorized:

- (i) upon the Effective Date, to a financial institution to which the Trustees of QSF II agree, in the name of the Trustees of QSF II, on behalf of and in trust for QSF II, as provided by Administrative Order No. 3;
- (ii) to purchase or sell investments as further specified below;
- (iii) to the following counsel, vendors and others, as provided for in the Settlement documents:
  - (a) to the Claims Administrator, Lead Class Counsel, or other providers to reimburse actual, incurred and properly documented out-of-pocket expenses related to Court-ordered notice and administration of the Settlements or to advance properly documented expenses related to Court-ordered notice and administration of the Settlements (e.g., postage; website creation), including entities (e.g., WGA) or vendors (e.g., update service providers) providing electronic mailing addresses or other addresses for the notice program, and media and niche internet outlets for publication services;

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<sup>1</sup> This exception supersedes and overrules Section II.A.1.b.v herein.

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- (b) to Defendants’ Liaison Counsel, the Co-Trustee of Settlement Fund II selected by defendants, or other Defendants’ Counsel, as applicable, pursuant to the reimbursement provisions set forth in Administrative Order No. 3 (for Defendants’ Liaison Counsels’ fees and expenses and the fees and expenses of the Co-Trustee of Settlement Fund II for acting in such capacity) and Exhibit J to the Settlement Agreement (for reimbursable discovery fees and expenses);
- (c) to all appropriate taxing authorities in connection with any taxes due and owing on any Settlement Fund II monies; and/or
- (d) to Tax Counsel (Caplin & Drysdale) or another tax law firm or other tax return preparer for any required tax forms or filings.
- (iv) to another financial institution jointly selected by the Trustees of Settlement Fund II, provided that no fees shall be charged by or paid to any financial institution to maintain and manage Settlement Fund II; and/or
- (v) to the Person or Persons who provided the funds (i.e., the paying source), but only upon termination of the Settlement Agreement or Settlement Agreements applicable to such funds and/or upon proper notification to the Depository that the Settlement or Settlements related to such funds have failed to become effective in accordance with its or their terms.

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- c. Depository instructions shall be agreed and executed by the Trustees of Settlement Fund II to ensure compliance with the terms of this Order and the Settlement Agreements.
- d. The Trustees of Settlement Fund II shall furnish a copy of this Order to any financial institution which holds Settlement Fund II monies.
- e. The Depository shall impose no fees or charges of any kind on the monies held in Settlement Fund II, including transaction fees, trust account charges, financial advice or management charges, and/or custodial or safekeeping charges, except ordinary and customary charges for goods and services requested by the Trustees, such as wire transfer charges and checks associated with transferring funds.
- f. Notwithstanding any other provision of this Administrative Order No. 1 and/or any other provision of the Settlement, upon the Effective Date, the Trustees of Settlement Fund II shall wire, to an account designated by a duly authorized representative of the Ins. Cos. in the following cases *Alch, et al. v. Time Warner Entertainment Company, L.P., et al.*, Case No. BC 268836, *Brett, et al. v. The Walt Disney Company, et al.*, Case No. BC 268844, *Brooks, et al. v. William Morris Agency, Inc.*, Case No. BC 268843, *Kalish, et al. v. Viacom Inc., et al.*, Case No. BC 268883, *Moriarty, et al. v. Viacom Inc., et al.*, Case No. BC 268878, *Neal, et al. v. Viacom Inc., et al.*, Case No. BC 268837, *Shayne, et al. v. Viacom Inc. and CBS Broadcasting, Inc.*, Case No. BC268882, and *Young, et al. v. DreamWorks SKG TV, LLC*, Case No. BC 268838 (the “Designated Account”), all of the interest or other income earned on Settlement Fund II up to a cap of (i) \$500,000, (ii) plus 50% of the difference between \$500,000 and 95% of the amount of “accrued income” (as that term is defined in certain of the Settlement

1 Agreements) earned through the date of Preliminary Approval, (iii)  
2 plus any interest or other income earned on said total amount (i.e.,  
3 the amounts specified in (i) and (ii)), based on the rate of return  
4 achieved by Settlement Fund II, following deposit of the funds into  
5 Settlement Fund II through the date of transfer to QSF II. The  
6 amount calculated pursuant to Sections (i), (ii), and (iii) shall be  
7 referred to as the “Chartis Interest Payment.” In the event that the  
8 amount of interest and any other income earned on Settlement Fund  
9 II between funding and the Effective Date is insufficient to make the  
10 full Chartis Interest Payment, then any shortfall in such amount shall  
11 be paid to the Designated Account out of the principal of Settlement  
12 Fund II. Funds transferred pursuant to this provision shall not be  
13 transferred to QSF II.

14 2. **Administration.** Settlement Fund II shall be administered and overseen by  
15 the Trustees under the Court’s supervision in accordance with this  
16 Administrative Order. Except as otherwise provided herein, the Trustees of  
17 Settlement Fund II may divide ministerial activities, as between the two  
18 Trustees, as they agree, but all actions involving Settlement Fund II monies,  
19 including but not limited to investments, transfers, and disbursements, must  
20 be approved by both Trustees of Settlement Fund II. All instructions to the  
21 Depository must clearly indicate the need for joint approval.

22 a. The Trustees of Settlement Fund II shall agree on a plan for  
23 investing and a system for proposing, approving, and implementing  
24 investment decisions for Settlement Fund II monies, subject to  
25 paragraphs II.A. 3 and 4 below.

26 b. The Trustees of Settlement Fund II shall disburse, without further  
27 order of this Court, funds from Settlement Fund II to pay settlement  
28 notice and administration costs pursuant to the following protocol.

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(i) Any Person requesting payment shall email (or otherwise transmit in writing) their request for payment, along with supporting documentation indicating whether the cost has been incurred or is being advanced, the vendor, the amount, the date due, and a brief description of the services or product purchased or to be purchased, to the Trustees of Settlement Fund II, copying Defendants' Liaison Counsel and any additional person designated by Lead Class Counsel.

(ii) Assuming the Trustees of Settlement Fund II otherwise approve, said Trustees may release funds upon the earlier of (a) approval from Defendants' Liaison Counsel, which shall not be unreasonably withheld, or (b) the expiration of three (3) business days from transmission of the payment request without transmission of any objection or request to hold disbursement. The parties anticipate that certain expenses will be submitted for pre-approval prior to being incurred to meet certain publication deadlines and pre-payment requirements of vendors in the notice and settlement administration process.

(iii) If only a portion of a reimbursement request draws objection or a request to hold disbursement, the remainder may be disbursed pending resolution of the objection/request to hold disbursement.

c. All disputes regarding notice and administrative cost reimbursements/advancements shall be resolved through the dispute resolution process specified in the Settlement Agreements.

3. **Purpose/Authorized Disbursements.** Settlement Fund II exists exclusively to: (a) hold and invest the Settlement Fund II monies for the

1 benefit and in the best interests of the ultimate beneficiaries of such funds  
2 pending transfer of said funds to a qualified settlement fund upon the  
3 Effective Date or reversion to the paying source in the event the Settlements  
4 are terminated or otherwise fail to become effective; and (b) pay the  
5 expenses of settlement notice and administration (including pre-Effective  
6 Date claims processing), in accordance with the terms of the Settlement  
7 Agreements.

- 8 a. The Trustees of Settlement Fund II shall invest Settlement Fund II  
9 with the primary objective of the safety of the principal, and a  
10 secondary objective of generating income for Settlement Fund II.
- 11 b. The Trustees of QSF II (defined and identified in Administrative  
12 Order No. 3), have retained Caplin & Drysdale, a tax law firm based  
13 in Washington, D.C., to advise the Trustees of Settlement Fund II  
14 and QSF II on income and other tax matters, including the  
15 preparation and filing of required income tax returns or other  
16 income reporting requirements of Settlement Fund II. (The Trustees  
17 of Settlement Fund II may agree to retain a different tax advisor.)
- 18 c. The Trustees of Settlement Fund II shall make all investment, tax  
19 and other decisions with regard to Settlement Fund II;
- 20 d. Provided the Trustees have acted in good faith, Settlement Fund II  
21 (and QSF II) shall indemnify and hold harmless the Trustees of  
22 Settlement Fund II as to any third-party claims against them arising  
23 from their status as and any actions taken in the capacity of  
24 Settlement Fund II Trustee.

- 25 4. **Investment of Settlement Fund.** Except for notice and administrative  
26 expenses, the Trustees of Settlement Fund II may only invest Settlement  
27 Fund II monies in U.S. Government Treasury Bills, non-pooled Certificates  
28 of Deposit, money markets, or such other investments as are jointly agreed

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by the Trustees of Settlement Fund II. The Trustees of Settlement Fund II may individually or jointly seek advice from a fixed income strategist in selecting the particular investments.

5. **Legal Status of the Settlement Fund.** Except as otherwise provided herein, Settlement Fund II, and all income generated on monies deposited into Settlement Fund II, is hereby immune from attachment, execution, assignment, hypothecation, transfer or similar process by any Person.

6. **Dissolution of the Settlement Fund.**

a. If the Settlements achieve the Effective Date, all monies in Settlement Fund II, less any funds necessary to cover pending requests for reimbursement for notice, administration or any other reimbursable costs specified herein or in the Settlement Agreements, and less the funds needed to make the payment referenced in Section II.A.1.f, *supra*, shall be wire transferred to QSF II (a qualified settlement fund pursuant to applicable income tax regulations) pursuant to Administrative Order No. 3. If only certain Settlement Agreements achieve the Effective Date, then a pro rata portion of said monies (including income earned thereon following deposit, but less a pro rata portion of the referenced expenses), as specified in the confidential allocation agreement, shall be so transferred.

b. If the Settlements are terminated or otherwise fail to achieve the Effective Date, all monies in Settlement Fund II, less any funds necessary to cover reimbursement for notice, administration or any other reimbursable costs specified herein or in the Settlement Agreements, shall be returned to the paying sources. If only certain Settlement Agreements are terminated or fail to achieve the Effective Date, then a pro rata portion of said monies (including income earned thereon following deposit, but less a pro rata portion

of the referenced expenses), as specified in the confidential allocation agreement, shall be so returned.

7. **Reporting and Record Keeping.**

- a. The Trustees shall keep detailed and accurate accounts of all investments, receipts, disbursements and other transactions involving Settlement Fund II monies.
- b. All accounts, books and records relating to Settlement Fund II shall be open for reasonable inspection by Defendants' Counsel and Ins. Co.
- c. All accounts, books and records of transactions at all Depositories shall be accessible online and in real time (or with no more than twenty minutes delay) to the Trustees of Settlement Fund II and provided regularly in hard copy to said Trustees.

**B. Trustees of the Settlement Fund**

- 1. **Initial Trustees.** Settlement Fund II shall have two Trustees – Lead Class Counsel Paul Sprenger and Ins. Co. Counsel Bruce Friedman. The Trustees of Settlement Fund II, including any successor Trustee, must be licensed to practice law and carry malpractice insurance (either individually or through the Trustee's law firm) in the amount of at least one million dollars (\$1,000,000) per occurrence or the value of the assets of Settlement Fund II, whichever is less.
- 2. **Successor Trustees for Lead Class Counsel**
  - a. If, for any reason, Lead Class Counsel is unwilling or unable to discharge his duties as Trustee for Settlement Fund II, such powers shall be transferred to Jane Lang.
  - b. If Jane Lang declines said appointment or becomes unwilling or unable to discharge her duties as successor Trustee, then such powers shall be transferred to Daniel B. Edelman.

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- c. If Daniel B. Edelman declines said appointment or becomes unwilling or unable to discharge his duties as successor Trustee, then such powers shall be transferred to another lawyer who has represented the Settlement Class in this litigation, who shall be approved by the Court.
- d. Trust powers may be so transferred from any Trustee or any successor, voluntarily or by Order of the Court for good cause shown.

3. **Successor Trustees for Bruce Friedman**

- a. If, for any reason, Bruce Friedman is unwilling or unable to discharge his duties as Trustee for Settlement Fund II, such powers shall be transferred to another attorney selected by the Defendants and Ins. Co.
- b. If the successor Trustee for Bruce Friedman declines said appointment or becomes unwilling or unable to discharge its duties as Trustee, then such powers shall be transferred to a Person selected by the Court.
- c. Trust powers may be so transferred from any Trustee or any successor, voluntarily or by Order of the Court for good cause shown.

4. **Other Provisions Regarding Replacement of Trustees**

- a. A Trustee of Settlement Fund II may resign or be removed for cause by the Court at any time.
- b. Upon resignation or removal, the designated successor Trustee of Settlement Fund II shall execute a written acceptance or declination of the position of Trustee, which shall be forwarded to Lead Class Counsel, Class Counsel, and Defendants’ Liaison Counsel and filed with the Court. Upon execution and transmission of said written

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acceptance, the successor Trustee shall have, without further act on the part of anyone, all the duties, powers, functions, immunities, and discretion granted to his, her, or its predecessor Trustee.

c. Any Trustee of Settlement Fund II who is replaced (by reason other than death) shall execute all instruments, and do all acts, that may be necessary or that may be ordered or requested in writing by the Court or by any successor Trustee, to transfer administrative powers over Settlement Fund II to the successor Trustee.

d. The appointment of a successor Trustee, if any, shall not under any circumstances require the Defendants or Ins. Co. to make any further payment of any nature into Settlement Fund II or otherwise.

**III. NOTICES**

All notices required hereunder, including notices of resignation or removal of any Trustee, must be in writing and provided to the Court, the Trustees of Settlement Fund II, Lead Class Counsel, Class Counsel, and Defendants’ Liaison Counsel.

**IV. AMENDMENT OF THIS ORDER**

This jointly drafted Order is a material part of the Settlement. This Order may not be modified without the consent of Lead Class Counsel, Defendants, and Ins. Co.

**V. RELATIONSHIP TO SETTLEMENT AGREEMENTS.**

If there is any conflict between the terms of this Administrative Order No. 1 and the Settlement Agreement, the Settlement Agreement shall take precedence.

IT IS SO ORDERED.  
\_\_\_\_\_, 2010

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Hon. Emilie Elias  
Judge, Superior Court for the County of Los Angeles

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AGREED AS TO FORM AND SUBSTANCE BY:

DATED: January \_\_, 2010

PAUL SPRENGER and JANE LANG,  
ATTORNEYS

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Paul C. Sprenger, Esq.  
Lead Class Counsel  
Attorneys for Plaintiffs and the Settlement  
Class

PAUL SPRENGER and JANE LANG,  
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AARP FOUNDATION LITIGATION  
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Facsimile: (202) 299-1148

DATED: January \_\_, 2010

MUNGER TOLLES & OLSON LLP  
Glenn D. Pomerantz  
Katherine Forster

By: \_\_\_\_\_  
Glenn D. Pomerantz or Katherine Forster  
Attorney for Defendants  
BC 268 842 and BC 268 877

DATED: January \_\_, 2010

MORGAN LEWIS BOCKIUS LLP  
George A. Stohner

By: \_\_\_\_\_  
George A. Stohner  
Attorney for Defendants  
BC 268 837, BC 268 878, BC 268 882, BC  
268 883

DATED: January \_\_, 2010

MITCHELL SILBERBERG & KNUPP LLP  
William L. Cole  
Kevin E. Gaut  
Seth E. Pierce

By: \_\_\_\_\_  
Seth E. Pierce  
Attorneys for Defendants  
BC 268 836, BC 268 838, BC 268 839, BC  
268 841 and BC 268 845

1 DATED: January \_\_, 2010

PROSKAUER ROSE LLP  
Anthony Oncidi  
Robert H. Horn

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By: \_\_\_\_\_  
Anthony Oncidi  
Attorney for Defendants  
BC 268 843 and BC 268 881

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DATED: January \_\_, 2010

PAUL, HASTINGS, JANOFSKY & WALKER  
Paul Grossman

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By: \_\_\_\_\_  
Paul Grossman  
Attorney for Defendants  
BC 268 844

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DATED: January \_\_, 2010

MURCHISON & CUMMINGS LLP  
Pamela Marantz

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PARADIGM AGENCY  
Craig Wagner

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By: \_\_\_\_\_  
Pamela Marantz or Craig Wagner  
Attorney for Defendant  
BC 268 847

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DATED: January \_\_, 2010

KAYE SCHOLER LLP  
Robert Barnes

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By: \_\_\_\_\_  
Robert Barnes  
Attorney for Defendant  
BC 268 880

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DATED: January \_\_, 2010

JUDITH SALKOW SHAPIRO, P.C.  
Judith Shapiro

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By: \_\_\_\_\_  
Judith Shapiro  
Attorney for Defendant  
BC 268 848

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1 DATED: January \_\_, 2010

GLASER, WEIL, FINK, JACOBS, HOWARD  
& SHAPIRO, LLP  
Patricia Glaser  
Mark Block

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By: \_\_\_\_\_  
Mark Block  
Attorney for Defendant  
BC 268 849

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7 DATED: January \_\_, 2010

THE GERSH AGENCY, INC.  
Robert Gersh

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By: \_\_\_\_\_  
Robert Gersh  
Co-President  
BC 268 840

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12 DATED: January \_\_, 2010

BINGHAM MCCUTCHEM  
Bruce Friedman

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By: \_\_\_\_\_  
Bruce Friedman  
Attorney for Chartis Claims, Inc., on  
behalf of all Ins. Cos., as that term is  
defined in the Settlement Agreements

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