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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. 2:
Notice**

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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8 **I. PREAMBLE**

9 This Court has entered orders preliminarily approving class action settlements in the
10 above-referenced cases (the “Settlement” or “Settlements”). Those Settlements provide for the
11 payment of monies to Settlement Class Members who submit a timely, valid, and sufficiently
12 complete Claim Form. The parties have agreed to notice and administer the separate Settlements
13 together to save costs, increase efficiency, and minimize confusion among Settlement Class
14 Members.¹ This Order – entitled Administrative Order No. 2: Notice – (a) grants the parties the
15 power to select the Claims Administrator, (b) sets forth the procedure for notifying Settlement
16 Class Members of the Settlements, and (c) establishes the procedures for filing and processing
17 requests for exclusion from and objections/comments to the proposed Settlements. Unless
18 otherwise indicated, all terms defined in the Settlement Agreements or other Administrative
19 Orders and utilized herein shall have the same meanings set forth in the Settlement Agreements or
20 other Administrative Orders.

21 **II. CLAIMS ADMINISTRATOR: SELECTION; DUTIES**

22 A. Lead Class Counsel shall select and the Trustees of Settlement Fund II and the
23 Trustees of QSF II shall execute a contract with an entity in the business of providing class action
24 settlement administrative services, to serve as the Claims Administrator in these cases. Lead Class
25 Counsel’s selection of the Claims Administrator and the terms of the administrative services
26

27 ¹ The parties’ agreement to proceed in this fashion, which is acceptable to the Court, does not
affect or prejudice Defendants’ position that the cases are separate or Plaintiffs’ position that the
28 cases should be consolidated.

1 agreement shall be subject to the review and approval of Defendants' Liaison Counsel, which
2 approval shall not be unreasonably withheld.

3 B. The Claims Administrator shall carry out its duties in strict accordance with the
4 procedures set forth in the Settlement Agreements, this Administrative Order No. 2, and any other
5 applicable orders. Any Party may with good cause move the Court to compel such compliance.

6 1. The Parties may jointly move the Court to replace the Claims Administrator
7 or, with good cause, can individually move the Court to replace the Claims Administrator.

8 2. The Claims Administrator shall be jointly supervised by Lead Class
9 Counsel (or his designee) and Defendants' Liaison Counsel concerning the sending of notice and
10 the process for handling exclusion requests and objections and comments to the Settlements. Lead
11 Class Counsel and Defendants' Liaison Counsel may divide supervisory activities concerning
12 issuance of notice as they agree, and shall agree (subject to the privilege provisions in paragraph
13 X.B of the Settlement Agreements) on a procedure for providing directives and other information
14 to, and responding to requests for guidance from, the Claims Administrator concerning the
15 issuance of notice or the processing of requests for exclusion from the Settlements and comments
16 and objections. If both supervisors do not agree on a response or course of action for which they
17 have joint responsibility, either or both may pursue the Dispute Resolution procedures set forth in
18 the Settlement Agreement.

19 3. Nothing contained in this Order is intended to or does limit communications
20 between Class Counsel and members of the Settlement Classes.

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1 **III. NOTICE²**

2 A. Mailing of Notice

3 1. The Claims Administrator shall be directed to print and mail written notice
4 of the Settlements, substantially in the form attached as Exhibit 1 to this Order, to all Persons
5 whose names and postal addresses can be ascertained with reasonable effort from the member
6 databases maintained by the WGA, and, who, according to such records, previously wrote for
7 television, unless the WGA's records reflect that they have not yet attained the age of 40. The
8 Claims Administrator shall mail such notice, including the printed Claim Form attached as Exhibit
9 2 to this Order, to each such person by first class mail, postage prepaid, in accordance with the
10 notice schedule set forth in Exhibit 3 to this Order. If the records of the WGA indicate that such
11 Person died on or after October 22, 1996, a copy of the notice, substantially in the form attached
12 as Exhibit 5 to this Order, instead shall be mailed, by Standard A mail, postage prepaid, to the
13 beneficiaries for such Person, if any, listed in the WGA's database. Before the final approval
14 hearing, the Claims Administrator shall provide an affidavit to the Court confirming that these
15 directions were implemented, and stating the dates of the mailing and the number of notices sent.

16 2. The Claims Administrator shall be directed to print and mail written notice
17 of the Settlements, substantially in the form attached as Exhibit 4 to this Order, to all Persons –
18 except those for whom a valid email address has been provided and thus will receive email notice
19 pursuant to Section III.B.1, *infra*, or those who are already receiving notice pursuant to Section
20 III.A.1, *supra* – whose names and postal addresses can be ascertained with reasonable effort from
21 the script registration databases maintained by the WGA, unless the WGA's records reflect that
22 they have not yet attained the age of 40. Notwithstanding the immediately preceding sentence,

23 _____
24 ² The notice program contemplated herein calls for the WGA to provide, pursuant to previously-
25 served subpoenas, addresses and other contact information that exist on their electronic data bases
26 for certain Settlement Class Members or potential Settlement Class Members. The Court
27 understands, based on the representations of counsel, that the WGA has voluntarily consented to
28 provide the information in the format requested by the parties after screening for duplicates, age
and other class membership criteria. The parties contemplate requesting that the WGA apply
certain filters to remove Persons who do not appear to meet the definitions of the Settlement
Classes from the mailing list. Class Counsel are ordered to provide notice of this Order to the
WGA. If the WGA objects to entry of this Order, it may file a notice of objection within seven (7)
days of receipt, which will have the effect of staying this Order until such objection is resolved.

1 Persons who registered their materials only under one or more of the following categories – art,
2 autobiography, bio, commercial, IPR (use only), lyrics, music, musical, notes, other, photograph,
3 poems, trailer, and translation – shall be omitted from this mailing. The Claims Administrator
4 shall mail such notice to each such person by Standard A mail, postage prepaid, in accordance
5 with the notice schedule set forth in Exhibit 3 to this Order. Before the final approval hearing, the
6 Claims Administrator shall provide an affidavit to the Court confirming that these directions were
7 implemented, and stating the dates of the mailing and the number of notices sent.

8 3. The Claims Administrator shall run the resulting mailing list(s) through the
9 National Change of Address (“NCOA”) database, and for those addresses that are not updated
10 through the NCOA database, through a secondary address update service (e.g., Lexis) prior to
11 issuance of the notice specified above.

12 4. If a mailed notice is returned as undeliverable, the Claims Administrator
13 shall re-mail the notice to the “next best available” address, if any, for that Person. If the Person’s
14 name and address were previously updated through a secondary address update service, pursuant
15 to Section III.A.3, *supra*, then the “next best available” address shall be the next address, if any,
16 listed on the report generated by that service for that Person. If no additional addresses were
17 secured for the Person or no additional addresses were listed on the referenced report, then the
18 Claims Administrator will run the name and address through a second or third, as appropriate,
19 update service, using the first additional address identified for the re-mailing. The Claims
20 Administrator and parties shall have no obligation to attempt to re-mail notices that are returned
21 more than once.

22 5. Designated representatives of the parties and the WGA shall meet and
23 confer, and cooperate, regarding the preparation of the required mailing lists. If any disputes
24 should emerge, including but not limited to whether a Person or category of Persons should be
25 included on the mailing list, the issue shall be presented to the Court for resolution on an
26 expedited basis if raised by the WGA, or submitted to the Dispute Resolution Procedure specified
27 in the Settlement Agreement if raised by a party.

28

1 B. Emailing of Notice

2 1. The Claims Administrator shall be directed to email written notice of the
3 Settlements, substantially in the form attached as Exhibit 4 to this Order, to all Persons whose
4 names and email addresses can be ascertained with reasonable effort from the script registration
5 databases maintained by the WGA, subject to the limitations of Paragraph III.A.2 above. The
6 Claims Administrator shall email such notice in accordance with the notice schedule set forth in
7 Exhibit 3 to this Order. Before the final approval hearing, the Claims Administrator shall provide
8 an affidavit to the Court confirming that these directions were implemented, and stating the dates
9 of the emailing and the number of notices sent.

10 2. Designated representatives of the parties and the WGA shall meet and
11 confer, and cooperate, regarding the preparation of the required email lists and the form of the
12 email notification, and shall confer as necessary to facilitate and resolve any formatting and other
13 practical issues. If any disputes should emerge, including but not limited to whether a Person or
14 category of Persons should be included on the email list, the issue shall be presented to the Court
15 for resolution on an expedited basis if raised by the WGA, or submitted to the Dispute Resolution
16 Procedure specified in the Settlement Agreement if raised by a party.

17 3. To avoid confusion, the Claims Administrator shall try not to both mail and
18 email notice to the same script registrant.

19 C. Published Notice

20 Notice of the Settlements, substantially in the form attached as Exhibit 4 to this
21 Order, shall be published in the print media identified in the notice schedule attached as Exhibit 3
22 to this Order pursuant to the schedule and terms specified therein. Copies of these published
23 notices shall be supplied to the Court, together with a declaration confirming the dates of
24 publication, before the final approval hearing.

25 D. Internet Notice

26 Notice of the Settlements shall be published on-line on the niche websites
27 identified in the notice schedule attached as Exhibit 3 to this Order pursuant to the schedule and
28 terms specified therein. The content of this notice shall be jointly agreed by the parties consistent

1 with the formatting and other requirements of the relevant website. A declaration confirming the
2 dates of such publication shall be filed before the final approval hearing.

3 E. Settlement Websites and Telephone Inquiry Lines

4 1. Immediately prior to issuance of the mailing and email pursuant to Section
5 III.A and B, *supra*, the Claims Administrator shall establish a website, at
6 www.TVWritersSettlementAdmin.com (or a different, mutually agreeable website), capable of
7 providing generalized non-attorney/client privileged information regarding the Settlements. The
8 format and content of this website, including any subsequent changes, shall be approved by Lead
9 Class Counsel (or his designee) and Defendants' Liaison Counsel prior to the website or any
10 changes being made available to the public via the internet. This website shall be disabled
11 fourteen (14) days after distribution checks are disseminated to Settlement Class Members.

12 2. Immediately prior to issuance of the mailing and email pursuant to Section
13 III.A and B, *supra*, Lead Class Counsel shall establish a website, at www.TVWritersCounsel.com,
14 that shall include a copy of the notice to be mailed pursuant to Section III.A.1, *supra*, and the
15 Claim Form, and may include – subject to the limitations set forth in Section XXI of the
16 Settlement Agreement – other information that Lead Class Counsel deems appropriate for
17 Settlement Class Members. Within fourteen (14) days after distribution checks are disseminated
18 to Settlement Class Members, Lead Class Counsel shall remove the Notice and Claim Form from
19 this website as well as other documents and postings that do not relate in part or in whole to: (a)
20 the Non-Settling Cases, (b) the ongoing responsibilities of the Trustees of QSF II or Class Counsel
21 in these cases, including with respect to the Fund for the Future and the reserves, or (c) other
22 information about these cases, access to which Lead Class Counsel, in consultation with
23 Defendants' Liaison Counsel, reasonably believes that Settlement Class Members would benefit
24 from. If Lead Class Counsel and Defendants' Liaison Counsel disagree about the need for
25 removal of a document or other information, the issue shall be resolved through the Dispute
26 Resolution Process.

27 3. Lead Class Counsel, Class Counsel, Local Class Counsel, and National
28 Class Counsel may post a reference to the Settlements and a link to

1 www.TVWritersSettlementAdmin.com and/or www.TVWritersCounsel.com on any other website
2 they maintain or may create in the future, but (with the exception of the jointly agreed press
3 release) shall not otherwise post any information regarding the Settlements, including any
4 documents regarding the Settlements, on such other websites.

5 4. Immediately prior to issuance of the mailing and email pursuant to Section
6 III.A and B, *supra*, the Claims Administrator shall establish a toll-free telephone number capable
7 of providing a recording of non-attorney client privileged, generalized information regarding the
8 Settlements. The recording, which may be updated from time to time, shall be approved by Lead
9 Class Counsel and Defendants' Liaison Counsel prior to activation or update. The telephone
10 inquiry line will be disabled fourteen (14) days after checks are disseminated to Settlement Class
11 Members.

12 5. Prior to issuance of the mailing and email pursuant to Section III.A and B,
13 *supra*, Lead Class Counsel shall establish a toll free telephone number for purposes of receiving
14 requests for legal advice from Settlement Class Members concerning their rights and alternatives
15 under the Settlements.

16 6. The Claims Administrator shall promptly transmit all potentially privileged
17 confidential inquiries from Settlement Class Members that satisfy the criteria specified in Section
18 X.B of the Settlement Agreement to Lead Class Counsel for response and shall not respond to any
19 such inquiries.

20 7. Lead Class Counsel and/or the Claims Administrator, as appropriate, shall
21 provide declarations confirming compliance with this portion of the Order (Section III.F) before
22 the final approval hearing.

23 F. Payment or Reimbursement of Cost of Notice

24 The payment or reimbursement of notice costs shall be governed by Administrative
25 Order No. 1.

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1 G. Notice of Application for Good Faith Determination
2 Notice of Defendants' Application for a Good Faith Settlement Determination,
3 substantially in the form of Exhibit I to the Settlement Agreement, shall be published in the print
4 media identified in and pursuant to the schedule specified in Exhibit 3 to this Order.

5 **IV. REQUESTS FOR EXCLUSION**

6 A. The Claims Administrator will follow the procedures specified in Section X of the
7 Settlement Agreements and the relevant Sections of the notice, attached as Exhibit 1 to this Order,
8 regarding the submission of requests for exclusion. (Notwithstanding anything else in this Order
9 or the Settlement Agreement to the contrary, if there is any discrepancy between the procedure
10 specified in the Settlement Agreement and the procedure specified in the notice attached as
11 Exhibit 1 to this Order, the procedure specified in the notice shall control.)

12 B. Requests for exclusion from the Settlements must be postmarked no later than the
13 date specified in the notice mailed and otherwise published as provided for herein, which shall be
14 the later of 45 days from issuance of the notice by mail (specified in Section III.A.1, *supra*) or 30
15 days from the last published notice of the Settlements in any of the print media or niche internet
16 sites set forth in Exhibit 3 to this Order.

17 C. A Settlement Class Member may not request exclusion from only a portion of the
18 Settlements or only as to certain Defendants. Any attempt to do so will be invalid and the Person
19 will be contacted by Class Counsel or the Claims Administrator (at the request of Class Counsel)
20 to determine whether he or she wishes to remain in or be excluded from all of the Settlements.

21 D. Any Settlement Class Member who timely and validly requests exclusion from the
22 Settlements shall be excluded from the Settlements for all purposes. Such Persons shall not be
23 bound by the releases specified in the Settlement Agreements and Judgments, but also shall not be
24 entitled to any monetary compensation from QSF II or any benefits from the Fund for the Future.

25 E. With respect to anyone who submits a timely and valid request for exclusion from
26 the Settlements, to the extent that any statute of limitations has been tolled, the statute of
27 limitations for him or her to assert any claims for individual relief will resume running on the date
28 he or she requests exclusion, unless the applicable Settlement Agreement is not approved by the

1 Court, is terminated, or otherwise fails to achieve the Effective Date, in which event the request
2 for exclusion is null and void.

3 **V. OBJECTIONS/COMMENTS**

4 A. The Claims Administrator will follow the procedures specified in Section X of the
5 Settlement Agreements and the relevant Sections of the notice, attached as Exhibit 1 to this Order,
6 regarding the submission of objections and/or comments. (Notwithstanding anything else in this
7 Order or the Settlement Agreement to the contrary, if there is any discrepancy between the
8 procedure specified in the Settlement Agreement and the procedure specified in the notice
9 attached as Exhibit 1 to this Order, the procedure specified in the notice shall control.)

10 B. Persons who have timely and properly requested exclusion from the Settlements
11 shall not have standing to object to the Settlements at the final approval hearing.

12 **VI. MODIFICATION**

13 This Order may be modified by further order of this Court. This Order also may be
14 modified by mutual agreement between Lead Class Counsel and Defendants' Liaison Counsel
15 (e.g., deadlines extended; publications changed), provided the intent of the notice program is not
16 materially affected. However, the number, sizes, and contents of the notices provided for herein
17 shall not be materially reduced or substantively amended without approval of the Court.

18 **VII. RELATIONSHIP TO SETTLEMENT AGREEMENT**

19 Except as otherwise noted, if there is any conflict between the terms of this Order and the
20 Settlement Agreement, the Settlement Agreement shall take precedence.

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22 IT IS SO ORDERED.

23 Dated: _____, 2010

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25 _____
26 Hon. Emilie Elias
27 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

Paul C. Sprenger, Esq.
Lead Class Counsel
Attorneys for Plaintiffs and the Settlement
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Facsimile: (202) 299-1148

DATED: January __, 2010

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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

2

3

4

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

8

9

By: _____
Paul Grossman
Attorney for Defendants
BC 268 844

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DATED: January __, 2010

MURCHISON & CUMMINGS LLP
Pamela Marantz

12

13

PARADIGM AGENCY
Craig Wagner

14

15

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

16

17

DATED: January __, 2010

KAYE SCHOLER LLP
Robert Barnes

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19

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By: _____
Robert Barnes
Attorney for Defendant
BC 268 880

21

22

DATED: January __, 2010

JUDITH SALKOW SHAPIRO, P.C.
Judith Shapiro

23

24

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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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3

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By: _____
Mark Block
Attorney for Defendant
BC 268 849

5

6

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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11

12 DATED: January __, 2010

BINGHAM MCCUTCHEM
Bruce Friedman

13

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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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