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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. 4:
Claims Filing
and
Evaluation Procedures**

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.

7
8 **I. PREAMBLE**

9 This Court has entered orders preliminarily approving class action settlements in the
10 above-referenced cases (“Settlement” or “Settlements”). Those Settlements provide for the
11 payment of monies to Settlement Class Members who submit a timely and valid Claim Form and
12 satisfy the eligibility criteria specified herein and in the Settlement Agreements. The parties have
13 agreed to notice and administer the separate Settlements together to save costs, increase efficiency,
14 and minimize confusion among Settlement Class Members.¹ This Order – entitled Administrative
15 Order No. 4: Claims Filing and Evaluation Procedures – establishes the procedures for filing and
16 processing claims to a portion of QSF II. Unless otherwise indicated, all terms defined in the
17 Settlement Agreements and utilized herein shall have the same meanings set forth in the
18 Settlement Agreements or other Administrative Orders.

19 **II. CLAIMS SUBMISSION AND VALIDITY**

20 **A.** Settlement Class Members who, either directly or through a duly authorized
21 representative, submit to the Claims Administrator a timely, valid, and signed Claim Form and a
22 W-4, W-9 or other appropriate tax form(s) (“Eligible Claimants”) shall receive an allocated
23 portion of the amount of the Claim Portion of QSF II that is available for distribution to Settlement
24 Class Members based on the distribution formula to be approved by the Court.

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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.

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1. Timeliness.

a) For a Claim Form to be timely, it must be postmarked on or before the claim submission deadline specified in the notice – which shall be the later of 75 days from mailing of the notice specified in Section III.A.1 of Administrative Order No. 2 or 30 days from the last published notice of the Settlements in any of the print media or niche internet sites set forth in Exhibit 3 to Administrative Order No. 2.

b) Notwithstanding Section II.A.1.a, *supra*, the parties may jointly agree to accept tardy Claim Forms.

2. Validity.

a) For a Claim Form to be valid, the Claimant must execute the confidentiality agreement, tax indemnification agreement, ADEA acknowledgement, declaration (if appropriate), and verification – all as provided for in the Claim Form.

b) For a Claim Form to be valid, the Claimant must legibly answer all questions, except those labeled optional, designated on the Claim Form.

c) For a Claim Form to be valid, the Claimant must affirmatively state under penalty of perjury that he or she was interested in securing Television Writing Opportunities or talent agency representation for the purpose of securing Television Writing Opportunities during the Class Period.

d) For a Claim Form to be valid, the Claimant must be a Member of a Settlement Class and provide sufficient evidence of Settlement Class Membership – as provided for in the Claim Form. Settlement Class Membership is defined in the Settlement Agreement. Except as otherwise provided herein, the Claims Administrator is responsible for assessing the proof provided by Claimants in support of their claim to Settlement Class Membership. The Claims Administrator’s assessment shall be based on the evidence provided on, with or supplementing the Claim Form, including any information that the Claims Administrator independently obtains regarding the Claimant pursuant to the procedures specified herein. (The Claim Form plus all supporting documentation or information is called a “Claim Submission.”)

1 The following rules shall govern the Claims Administrator’s determination of whether a Claimant
2 has provided sufficient evidence of Settlement Class Membership.

3 (1) The Claims Administrator shall determine whether a
4 Claimant has demonstrated with sufficient evidence that the Claimant was 40 years of age or older
5 at some point during the Class Period. The Claims Administrator may accept, as proof of the
6 Claimant’s age, a legible photocopy of the Claimant’s driver’s license, birth certificate, passport,
7 or any other form of government issued identification, or any other documentation or source of
8 information of sufficient veracity, or upon a Claimant’s declaration that the Claimant has no such
9 proof, a declaration of date of birth.

10 (2) The Claims Administrator shall determine whether a
11 Claimant, claiming to be a Member of the Professional Television Writers Settlement Class (also
12 referred to herein as the PTW Settlement Class), has demonstrated, either directly or by virtue of
13 the Claims Administrator being granted access to sources of proof of sufficient veracity (described
14 *infra*), that the Claimant previously performed, for compensation, television writing Work –
15 whether covered by the Writers Guild of America Minimum Basic Agreement (“MBA”) or not.

16 (a) The Claims Administrator may verify a Claimant’s
17 assertion of having performed prior television writing Work covered by the MBA through any one
18 or more of the following (i) by speaking or corresponding with an authorized representative of the
19 WGAE or WGAW, (ii) by reference to any WGAE and/or WGAW credit or television
20 employment history data produced in connection with the Non-Settling Cases, or (iii) by reference
21 to any other documentation or source of information of sufficient veracity.

22 (b) The Claims Administrator may verify a Claimant’s
23 assertion of having previously performed, for compensation, television writing Work not covered
24 by the MBA by reference to any documentation or source of information of sufficient veracity.

25 (3) The Claims Administrator shall determine whether a
26 Claimant, claiming to be a Member of the Aspiring Television Writers Settlement Class (also
27 referred to herein as the ATW Settlement Class), has demonstrated his or her interest in Television
28 Writing Opportunities or securing talent agency representation for the purpose of securing

1 Television Writing Opportunities. For purposes of this Settlement only, any of the following,
2 whether performed before or during the Class Period, are sufficient to demonstrate an interest in
3 Television Writing Opportunities or interest in securing talent agency representation for the
4 purpose of securing Television Writing Opportunities:

5 (a) Proof that the Claimant alone or with others
6 registered literary material intended for television, including without limitation scripts,
7 screenplays, stories, formats, teleplays, bibles, treatments or synopses, with the WGAE, WGAW,
8 or any other similar registration service.

9 (b) Proof that the Claimant alone or with others
10 registered literary material intended for a medium other than television with the WGAE, WGAW,
11 or any other similar registration service (with the exception of the following registration
12 categories: art, autobiography, bio, commercial, IPR (use only), lyrics, music, musical, notes,
13 other, photograph, poems, trailer, and translation), along with a declaration signed under penalty
14 of perjury stating that the Claimant was also interested in pursuing Television Writing
15 Opportunities or securing talent agency representation for the purpose of securing Television
16 Writing Opportunities, and took some action in pursuit of that interest. The declaration must
17 describe the action taken in pursuit of that interest in reasonable detail, for example, attempting
18 either alone or with another to adapt the literary material for television.

19 (c) Proof that the Claimant entered a television
20 scriptwriting competition by submitting a script.

21 (d) Proof that the Claimant entered other scriptwriting
22 competitions (e.g., film), along with a declaration signed under penalty of perjury stating that the
23 Claimant was also interested in pursuing Television Writing Opportunities or securing talent
24 agency representation for the purpose of securing Television Writing Opportunities, and took
25 some action in pursuit of that interest. The declaration must meet the standard set forth in
26 subparagraph (b) above.

27 (e) Proof that the Claimant attended one or more
28 workshops or courses, or otherwise participated in an educational program, designed to teach the

1 participant how to write for television, submit a television script, or obtain television writing talent
2 agency representation.

3 (f) A copy of written material that the Claimant prepared
4 (alone or as part of a writing team) for commercial exploitation on television (e.g., scripts,
5 screenplays, formats, stories, teleplays, bibles, treatments, synopses), regardless of whether the
6 material was commercially exploited or otherwise disseminated.

7 (g) A copy of written material that the Claimant prepared
8 (alone or as part of a writing team) for commercial exploitation in a medium other than television
9 (with the exception of the following categories of written material: art, autobiography(ies),
10 commercials, lyrics, music, musicals, notes, photographs, poems, trailers, and translations),
11 regardless of whether the material was commercially exploited or otherwise disseminated, along
12 with a declaration signed under penalty of perjury stating that the Claimant was also interested in
13 pursuing Television Writing Opportunities or securing talent agency representation for the purpose
14 of securing Television Writing Opportunities, and took some action in pursuit of that interest. The
15 declaration must meet the standard set forth in subparagraph (b) above.

16 (h) A list of titles/works and corresponding abbreviated
17 summaries of written material that the Claimant commercially exploited in other writing contexts
18 (e.g., film, plays, radio, novels, stand-up comedy, blogs, but excepting art, autobiography(ies),
19 commercials, lyrics, music, musicals, notes, photographs, poems, trailers, and translations), along
20 with a declaration signed under penalty of perjury stating that the Claimant was also interested in
21 pursuing Television Writing Opportunities or securing talent agency representation for the purpose
22 of securing Television Writing Opportunities, and took some action in pursuit of that interest. The
23 declaration must meet the standard set forth in subparagraph (b) above.

24 (i) Correspondence or other documentation evidencing
25 submission of written material or candidacy for Television Writing Opportunities (e.g., unsolicited
26 submission return letter; rejection letter) or talent agency representation for the purpose of
27 securing Television Writing Opportunities.

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1 (j) A description in the declaration accompanying the
2 Claim Form or through the presentation of other proof that establishes through reasonable detail
3 (e.g. by identifying recipients and dates of communications or facts leading to the Claimant's
4 perception of futility) that (a) the Claimant made reasonable efforts to secure Television Writing
5 Opportunities or talent agency representation for the purpose of securing Television Writing
6 Opportunities, such as through telephone calls or unsolicited submissions, and/or (b) the Claimant
7 reasonably believed that efforts to secure Television Writing Opportunities or talent agency
8 representation for the purpose of securing Television Writing Opportunities would be futile, on
9 account of perceived age discrimination.

10 (4) The Claims Administrator shall determine whether a
11 Claimant has demonstrated with sufficient evidence that the Claimant, while 40 years of age or
12 older, had an interest in securing Television Writing Opportunities and/or talent agency
13 representation for the purpose of securing Television Writing Opportunities during the Class
14 Period. The Claims Administrator shall conclude for purposes of this Settlement (and this
15 Settlement alone), that a Claimant has provided sufficient evidence of such interest, while age 40
16 or older, during the Class Period if:

17 (a) a Claimant claiming PTW Settlement Class
18 Membership satisfies the requirement of Section II.A.2.d.2 and answers Question I.B in the Claim
19 Form, under penalty of perjury, in the affirmative; or

20 (b) a Claimant claiming ATW Settlement Class
21 Membership satisfies the requirement of Section II.A.2.d.3 (et seq) and answers Question I.B. in
22 the Claim Form, under penalty of perjury, in the affirmative.

23 **3.** Persons who meet the PTW Settlement Class or ATW Settlement Class
24 definition (such that they could have submitted a valid Claim Form) are bound by the releases
25 specified in the Settlement Agreements and Judgment regardless of whether they submit a Claim
26 Form or a valid Claim Form. A PTW Settlement Class Member or ATW Settlement Class
27 Member who does not provide sufficient evidence to support his or her claim (including, for
28 example, an ATW Settlement Class Member's interest in Television Writing Opportunities) will

1 not receive an award, but is still a member of the Settlement Class and bound by all of the releases
2 specified in the Settlement Agreements and Judgment.

3 **4. Fraudulent Claims**

4 a) Fraudulent Claim Submissions are per se invalid.
5 b) Claim Submissions that contain inaccurate information are not per
6 se fraudulent. Claim Submissions may only be denied on the ground that they are fraudulent if (i)
7 there is evidence of an intent to defraud QSF II, and (ii) the Claim Submission is materially false,
8 i.e., the portion that is true or that is not determined to be untrue is insufficient to establish that the
9 Claimant is a Settlement Class Member.

10 c) A Claim Submission may only be denied on the ground that it is
11 fraudulent if (i) Lead Class Counsel and Defendants' Liaison Counsel agree that the Claim
12 Submission is fraudulent, or (ii) the Court concludes that the Claim Submission is fraudulent.

13 **5. The Claims Administrator may verify and supplement the information on**
14 **the Claim Form with information that any source is willing to voluntarily provide. The Claim**
15 **Form shall give Claimants the opportunity to grant a limited privacy right waiver to allow the**
16 **Claims Administrator or Trustees to request the production from relevant third parties, on a**
17 **voluntary basis, of information relevant to the award calculation process, i.e., so that such entities**
18 **do not risk violating potentially applicable privacy law if they choose to provide such information.**
19 **The Claim Form shall advise Claimants that they do not have to waive such privacy rights to**
20 **submit a claim, but if they are not able to provide sufficient evidence in support of their claims, it**
21 **may negatively affect the amount of their award.**

22 **6. Deficient Claim Submissions and Cure Procedures**

23 a) Class Counsel shall be apprised of all deficient Claim Forms on a
24 rolling basis throughout the claim submission period, and Class Counsel will make reasonable
25 efforts to contact all Claimants submitting deficient Claim Forms in an effort to cure the
26 deficiency during the initial claim submission period. In evaluating the adequacy of Claim Forms,
27 the Claims Administrator shall include not only the Claim Form, but also any supporting

1 documentation or information provided to or secured by the Claims Administrator – i.e., the entire
2 Claim Submission.

3 b) On a rolling basis throughout the claim submission period, the
4 Claims Administrator shall apprise Class Counsel and Defendants’ Liaison Counsel of all Claim
5 Submissions that are deemed deficient on the ground that the Claimant has not provided sufficient
6 evidence of interest in Television Writing Opportunities or securing talent agency representation
7 for purpose of securing Television Writing Opportunities. The materials provided to Defendants’
8 Liaison Counsel shall be redacted to protect the identity of the Claimant, and shall not include any
9 materials that the Claim Form indicates will not be provided to Defendants.

10 (1) If Class Counsel and Defendants’ Liaison Counsel agree
11 with the Claims Administrator’s initial determination, the submission shall be handled in
12 accordance with the other procedures for deficient claims set forth herein.

13 (2) If Class Counsel and Defendants’ Liaison Counsel agree that
14 the Claimant has provided sufficient evidence, then such determination shall supersede the Claims
15 Administrator’s initial determination.

16 (3) If Class Counsel and Defendants’ Liaison Counsel disagree
17 regarding the Claims Administrator’s initial determination, either may present the issue to the
18 Court for expedited, final decision-making.

19 c) The Claims Administrator shall issue a deficient claim notice to all
20 Persons whose Claim Submissions are deemed untimely or otherwise deficient, including but not
21 limited to Persons whose Claim Submissions are deemed deficient at the conclusion of the process
22 described in subparagraph (b) above. The Claims Administrator shall issue such notices on a
23 rolling basis. All Persons whose Claim Submissions are deficient for reasons other than timeliness
24 shall be provided 21 days following the issuance of the deficient claim notice to cure and re-
25 submit their Claim Submission. The deficient claim notice shall indicate the basis for the
26 deficiency. If a Claimant timely attempts to cure a submission deemed deficient on the ground
27 that the Claimant has not provided sufficient evidence of interest in Television Writing
28 Opportunities or talent agency representation for the purpose of securing Television Writing

1 Opportunities, then the process described in subparagraph (b) above will be used to determine
2 whether the Claimant has successfully cured.

3 d) A final notice of claim rejection will be mailed to all Claimants
4 whose claims are finally denied within fourteen (14) days of such determination.

5 7. Notwithstanding any other provision of this Order or the Settlement
6 Agreement to the contrary, the legal beneficiaries of deceased Settlement Class Members may
7 submit a claim for compensation on behalf of the decedent – provided they can provide sufficient
8 information and evidence in support of the deceased Settlement Class Member’s claim. The
9 Trustees of QSF II, in consultation with Defendants’ Liaison Counsel, shall make appropriate
10 modifications to the claim submission procedures specified herein to allow such claim
11 submissions (e.g., accept alternative evidence of interest in television writing opportunities during
12 the Class Period in lieu of the declaration). The range of potential issues that may affect such
13 submissions cannot be known or addressed in advance (e.g., claim survival issues, authority to act
14 on behalf of the decedent’s estate, evidentiary problems). The Trustees of QSF II shall make a
15 good faith effort to process such claims consistent with their fiduciary obligations to the
16 Settlement Class, including deceased members thereof. Any disputes regarding the processing or
17 payment of such claims, which are specific to deceased claimant submissions, shall be submitted
18 to the Court for resolution.

19
20 **B. Supervision of Claim Submission Process**

21 1. Except as otherwise specifically set forth herein, Lead Class Counsel shall
22 supervise the Claims Administrator, including all aspects of claim submission processing and
23 award distribution. Lead Class Counsel or the Claims Administrator, as Defendants’ Liaison
24 Counsel’s elects, shall apprise Defendants’ Liaison Counsel of the claim processing and
25 distribution policies utilized and any interpretive guidance provided to the Claims Administrator
26 by Lead Class Counsel.

27 2. The Claims Administrator shall provide, upon request, sample Claim
28 Submissions and related database entries to the Trustees of QSF II and/or Lead Class Counsel

1 (and/or his designee) for quality control purposes. If the Persons responsible for supervising the
2 performance of the Claims Administrator determine that its performance is deficient, provided
3 such Persons have advised the Claims Administrator of the problem(s) and given the Claims
4 Administrator a reasonable opportunity to improve without improvement, said Persons may, after
5 consultation with, and provided there is no objection from, Defendants' Liaison Counsel, take
6 corrective action, up to and including terminating the contract of the Claims Administrator and
7 engaging a replacement Claims Administrator. If the Persons responsible for supervising the
8 Claims Administrator and Defendants' Liaison Counsel disagree about the need for or scope of
9 corrective action (including termination and replacement), the issue shall be resolved through the
10 Dispute Resolution Process.

11 **III. CLAIMANT AWARDS**

12 Subject to the minimum award requirement set forth *infra*, the amount of an Eligible
13 Claimant's payment shall be determined by application of the formula, described *infra*, to the
14 Claim Submissions. Consistent with any timing restrictions set forth in the Settlement
15 Agreements or other Administrative Orders, the Claims Administrator shall process all claim
16 forms, calculate awards, and distribute checks as soon as practicable.

17 **A. Calculation of Awards**

18 **1. Disclosure of Formula Factors.** The notice attached as Exhibit 1 to
19 Administrative Order No. 2 shall generally describe the criteria that the formula will factor in
20 calculating individual awards. The Court finds that it is in the best interests of the Settlement
21 Class Members for Lead Class Counsel to propose, and the Court to approve or disapprove, the
22 claim formula after Claim Form data has been reviewed, Eligible Claimants identified, and
23 possible deficiencies in the availability or reliability of information ascertained, and after Eligible
24 Claimants have had the opportunity to comment on the formula, including the factors and their
25 weights.

26 **2. Creation of and Notice and Hearing on Formula.**

27 a) Lead Class Counsel, with the assistance of the Claims
28 Administrator, shall prepare a draft claim distribution formula as soon as reasonably practicable.

1 The claim distribution formula will include all of the criteria specified in the notice. The formula
2 shall provide that the minimum award for an Eligible Claimant shall be not less than \$250.00 –
3 unless there are insufficient funds to provide all Eligible Claimants with this minimum payment,
4 in which case each Eligible Claimant shall receive a pro rata share of the funds available for
5 distribution. The formula shall not provide a maximum award.

6 b) In addition, subject to the other limitations set forth herein and in the
7 Settlement Agreement, any Eligible Claimant who waives any right to apply for Fund for the
8 Future grants, programs or awards (including the right to participate in any Fund for the Future-
9 sponsored activities) shall have his or her award increased by:

- 10 60% of the first \$250.00 of the award;
- 11 20% of the next \$750.00 (if any) of the award; and
- 12 10% of the next \$2,000.00 (if any) of the award.

13 Thus, the minimum enhancement for an Eligible Claimant who waives the right to Fund for the
14 Future benefits shall be \$150, and the maximum enhancement shall be \$500 (for Eligible
15 Claimants whose awards are \$3,000 or higher).

16 c) Lead Class Counsel, with assistance from the Claims Administrator,
17 shall provide a copy of the formula and a confidential list of awards (including proposed tax
18 allocations and Fund for the Future waiver enhancements) to Defendants' Liaison Counsel as soon
19 as practicable following the close of the claim submission period and/or the processing of Claim
20 Forms, including the resolution of any disputed Claim Submissions. The list of awards will use a
21 unique identification number (not a social security number or WGA member number) to identify
22 each award. Claimant names will not be provided.

23 d) Defendants or any of them may, in their absolute discretion,
24 challenge in writing one or more awards on the grounds that they are disproportionately high.
25 Within six business days after Defendants' Liaison Counsel receives the formula and list proposed
26 by Lead Class Counsel from the Claims Administrator, Lead Class Counsel and Defendants'
27 Liaison Counsel (or their designees) shall meet and confer regarding Defendants' challenges, if
28 any, at which time Lead Class Counsel may, but is not required to, submit additional information

1 in support of the challenged award calculations. This additional information will not contain the
2 name or other identifying information of the Eligible Claimant, unless the Eligible Claimant
3 authorizes Lead Class Counsel in a signed writing to provide identifying information to
4 Defendants Liaison Counsel and Defendants Liaison Counsel agrees to accept such information.
5 Defendants may, in their absolute discretion, waive any award challenge(s) or, upon further review
6 of any data provided by Lead Class Counsel, withdraw any or all of their challenges.

7 e) If Defendants do not withdraw or waive a challenge they have
8 asserted, Lead Class Counsel, with the assistance of the Claims Administrator, shall revise the
9 formula, and recalculate and resubmit the awards for Defendants' review pursuant to the challenge
10 procedure set forth herein.

11 f) Once any challenges (on the initial and any subsequent award lists)
12 are resolved without further challenges being asserted, Lead Class Counsel shall finalize a hearing
13 date from the Court ("Formula Hearing") and direct the Claims Administrator to provide notice
14 ("Notice of Formula Hearing") to all Eligible Claimants by email (unless the Eligible Claimant
15 has not provided an email address, in which case by first class U.S. mail) of the hearing date and
16 of the proposed formula. (The Notice of Formula Hearing shall also be available online at
17 www.tvwriterssettlementadmin.com (Claim Administrator's website) and
18 www.tvwriterscounsel.com (Class Counsel's website).).

19 g) Claimants shall have the opportunity to submit comments on the
20 formula in writing or (if they request an opportunity to do so) in person at the hearing.

21 (1) The Notice of Formula Hearing shall inform Eligible
22 Claimants that they (or an attorney on their behalf) may comment in writing on the proposed
23 formula, either positively or negatively, and/or appear at the Formula Hearing to comment on,
24 support or oppose the proposed formula.

25 (2) The Notice of Formula Hearing shall inform Eligible
26 Claimants that any statements, favorable or not, or notices of intent to appear at the hearing, must
27 be mailed to the Claims Administrator and postmarked no later than ten (10) days before the
28 Formula Hearing.

1 (3) Any written statement regarding the proposed formula or
2 statement of intent to appear at the Formula Hearing must: (a) include the Eligible Claimant's
3 name and postal and email addresses, and indicate whether the Eligible Claimant (or an attorney
4 on his/her behalf) wishes to appear at the Formula Hearing; and (b) provide the name of the
5 Eligible Claimant's attorney and his or her contact information if the Eligible Claimant is
6 represented by an attorney in commenting on or objecting to the formula.

7 (4) If any factual information is provided in this statement, it
8 must be declared under penalty of perjury.

9 h) Prior to the Formula Hearing, Lead Class Counsel shall file the
10 proposed formula and provide information summarizing the distribution of awards, an explanation
11 of the formula and the calculations of awards. Lead Class Counsel also shall lodge in camera a list
12 of award amounts (including non-wage allocations pursuant to the other terms of this Order) and a
13 list of the Claimants deemed ineligible and bases therefor (without names of Claimants). If no
14 Eligible Claimant requests to appear at the Formula Hearing, the hearing shall be cancelled unless
15 the Court decides otherwise and the Court shall approve or disapprove the formula based on the
16 paper submissions.

17 (1) If the Court (or an appellate court during any appellate
18 review) disapproves the proposed claim distribution formula, Lead Class Counsel, with the
19 assistance of the Claims Administrator, shall revise the formula as soon as reasonably practicable.
20 The Claims Administrator shall provide a copy of the revised claim distribution formula and a list
21 of awards (including Fund for the Future waiver enhancements) to Defendants and the challenge
22 procedure specified in Section III.A.2.c-e shall be repeated. Once all challenges are resolved
23 without further challenges being asserted, Lead Class Counsel shall submit the revised claim
24 distribution formula (and list of awards including Fund for the Future waiver enhancements,
25 lodged in camera without names of Eligible Claimants) to the Court for final approval. If the
26 Court (or an appellate court during any appellate review) does not approve the revised formula, the
27 parties shall repeat the procedure specified above.

28

1 (2) If the Court (or an appellate court) changes the proposed
2 claim distribution formula rather than approving or disapproving it, the parties may seek
3 reconsideration and/or appellate review, including, but not limited to, on the ground that the claim
4 distribution formula is a material term of the settlement and that the Court (or the appellate court)
5 may only approve or disapprove, rather than change, the terms of the parties' agreements. If no
6 party seeks reconsideration or appellate review, or if reconsideration and/or review is sought and
7 the Court's authority to change the formula is sustained, then Lead Class Counsel, with the
8 assistance of the Claims Administrator, shall revise the formula in accordance with the Order as
9 soon as reasonably practicable and generate a new list of awards (including Fund for the Future
10 waiver enhancements) to Defendants. The challenge procedure specified in Section III.A.2.c-e
11 will be repeated and the process otherwise will proceed as set forth in Section III.A.2(h)(1).

12 i) Upon final Court approval of a claims distribution formula, list of
13 awards, and list of Claimants deemed ineligible and occurrence of the Effective Date, final awards
14 shall be paid pursuant to the other terms of the Settlement Agreements and Administrative Orders.
15 Once finally approved, such awards shall be known as the Final Awards.

16 j) The final claim distribution formula will be available online at
17 www.tvwriterssettlementadmin.com and www.tvwriterscounsel.com.

18 **3. Circumstance-Specific Awards.** In applying the formula and making the
19 tax allocations specified *infra*, the amounts for each Eligible Claimant will be determined by
20 reference to the specific facts of his or her claim, as set forth in the Claim Submission.

21 **B. Payroll and Other Tax Treatment/Reporting**

22 **1. Claimant Tax/Information Forms.** The Claims Administrator shall obtain
23 all required tax information forms from each Eligible Claimant to facilitate the tax and other
24 allocations and reporting specified herein, including the withholding and remittance of any taxes
25 due on individual awards. These forms shall include IRS Forms W-9 and W-4.

26 **2. Permissible Categories of Compensation.** Each Eligible Claimant's
27 award will be allocated (on an individualized claimant-by-claimant-basis), based on his or her
28 Claim Submission and subject to the other limitations provided herein, into wage damages, non-

1 wage damages for claims related to the Settlement Class’s talent agency representation related
2 allegations, and interest. No other allocations shall be permitted.

3 **3. Talent Agency Non-Wage Damages.** Up to eight million dollars
4 (\$8,000,000.00) of the seventy million dollar (\$70,000,000.00) Settlement covering all of the
5 Settling Cases, or about 11.4%, shall be allocable, for tax purposes (including but not limited to
6 the calculation of payroll taxes), to non-wage claims related to the Settlement Class’s talent
7 agency representation allegations. The Claims Administrator shall determine, for each Eligible
8 Claimant (on an individualized claimant-by-claimant basis), based on the information set forth in
9 the Claim Submission and such other information (if any) as the Claims Administrator shall
10 consider, whether and/or what portion of the Claimant’s award is properly allocable to such
11 claims. There shall be no cap on the percentage of any individual Claimant’s award that is
12 allocated to non-wage claims related to the Settlement Class’s talent agency representation
13 allegations, but the sum total, in dollars, of all such allocations for all Eligible Claimants cannot
14 exceed 11.4% of the \$70,000,000 settlement payment for all of the Settling Cases. If the sum total
15 of all such allocations exceeds the specified percentage, all such allocations shall be reduced,
16 proportionally, to meet this limitation.

17 **4. Interest.** A portion of each Eligible Claimant’s award, on an individualized
18 claimant-by-claimant basis, shall be allocated to interest (i.e., there will not be an across the board
19 percentage allocation applicable to all awards). Tax Counsel shall be retained by the Trustees of
20 QSF II to provide an opinion that provides a basis from which the Claims Administrator can
21 calculate the amount of each award that can properly be allocated to interest. The QSF II Trustees
22 shall provide (a) a copy of the opinion to Defendants’ Liaison Counsel for dissemination to
23 Defendants, and (b) a list of Final Awards (with proposed wage damages, non-wage damages, and
24 interest allocations) to Tax Counsel to review for compliance with Tax Counsel’s opinion. The
25 copy of the opinion shall be provided to Defendants’ Liaison Counsel at the time the copy of the
26 formula and a confidential list of awards is provided pursuant to Section III.A.2.c, *supra*. All of
27 Tax Counsel's fees and costs shall be paid by QSF II as a cost of claims administration. The
28 Trustees of QSF II shall provide the following parameters for Tax Counsel to take into account in

1 forming its opinion: (i) the amount of the interest allocation shall be conservatively estimated, (ii)
2 subject to appropriate weighting or extenuating circumstances (e.g., becoming a Settlement Class
3 member during the Class Period, death or disability during Class Period; employment as a
4 television writer during Class Period), each Eligible Claimant's award shall be deemed to have
5 been earned over the entire Class Period, and (iii) interest shall be compounded annually at the
6 rate of 10% per annum. Ins. Co. and Defendants (collectively, through Defendants' Liaison
7 Counsel or his designee) shall have the right to confer with and provide information to Tax
8 Counsel in connection with the preparation of Tax Counsel's opinion.

9 **5. Disclosure of Allocations.** The tax treatment of all awards shall be part of
10 the distribution formula that is submitted to the Court for final approval.

11 **6. QSF II Liable for Payroll and Other Taxes.** The Trustees shall withhold
12 and remit all required income and employment taxes attributable to distributions made from
13 QSF II and are responsible as set forth in Administrative Order No. 3 for payment or satisfaction
14 of all claims made for civil or criminal fines, fees, taxes, levies, charges and excises of any kind,
15 including interest, penalties, or additions to such amounts, as well as any WGA MBA pension,
16 health, and welfare contributions should any be finally assessed (following any challenge) as a
17 result of the disbursements required herein.

18 **C. Reporting**

19 QSF II will issue IRS Form 1099 to report non-wage amounts distributed to Eligible
20 Claimants, including allocations to claims based upon talent agency representation allegations and
21 interest. QSF II will issue an IRS Form W-2 to report all amounts paid and withheld as wages.

22 **D. Notification of Awards**

23 The Claims Administrator shall send a Notice of Award to each Eligible Claimant, stating
24 the gross and net amounts of that Claimant's court-approved Final Award and any other tax-
25 related information that Tax Counsel recommends as soon as reasonably practicable after the
26 Court approves the list of awards. No award shall be distributed to any Eligible Claimant prior to
27 the Effective Date.

1 **E. Miscellany**

2 **1.** All distribution checks shall be void (and bear such an inscription) if not
3 negotiated within ninety (90) days after issuance. All awards that are not claimed – for example
4 by failing to negotiate the check or any replacement check within one year of issuance of the
5 initial check – shall be deemed null and void. Any abandoned funds shall first be used to satisfy
6 any shortfall in any of the Reserves specified in Administrative Order No. 3. If not needed for that
7 purpose, such funds shall become part of the FFF Portion of QSF II for all future purposes.

8 **2.** Each Eligible Claimant shall have thirty (30) days from issuance of the
9 Notice of Award to challenge his or her Final Award on the basis that it was miscalculated, which
10 shall be the only allowable basis for appeal. Each appeal shall be reviewed by the Claims
11 Administrator and Class Counsel, and their decision on the appeal shall be final.

12 **F. Confidentiality of Awards**

13 **1. Confidentiality.** Except as otherwise provided herein, proposed awards
14 and Final Awards to Eligible Claimants are confidential private information, and shall not be
15 disclosed, except upon order of the Court, other than to Class Counsel, the Trustees of QSF II, the
16 Claims Administrator, the award recipient and/or the beneficiary of a qualified domestic relations
17 order (either of whom may disclose the award amount to his/her spouse, domestic partner, and
18 children and legal and tax advisors), such legal and accounting personnel and other administrative
19 personnel as are authorized by the Claims Administrator or Trustees of QSF II, agencies of the
20 state, local and federal governments and the Court. Any document containing award information
21 that is provided to the Court must be lodged under seal for *in camera* review and shall not be filed
22 except upon further order of the Court.

23 **2. Liquidated Damages for Breach.** The parties agree, and the Court finds,
24 that any breach of the confidentiality provisions above would materially breach the Settlement
25 Agreements and this Order. The parties and this Court further agree that the damage from a
26 breach of the confidentiality provisions would be difficult, if not impossible, to calculate, and that
27 such calculation is therefore impractical. Accordingly, if any Eligible Claimant is found to have
28 breached the confidentiality provisions by revealing the amount of his or her award to an

1 unauthorized person, the Eligible Claimant shall be liable for liquidated damages to the
2 Defendants in the Settling Cases in the amount of the lesser of fifty thousand dollars (\$50,000.00)
3 or twenty-five percent (25%) of the net (after withholding of taxes and any amounts payable to the
4 WGA pension and health funds) amount of the award. The liquidated damages shall be payable to
5 Defendants' Liaison Counsel's trust account for distribution among Defendants. This is not a
6 penalty, but reflects the parties' best, reasonable estimate at the time of entry into the Settlement
7 Agreements of the injury that Persons would sustain from any such disclosure. Claimants will be
8 required to agree to these confidentiality provisions, including the liquidated damages provision,
9 as part of the Claim Form submission process.

10 **IV. FINAL APPROVAL PROCESS**

11 Unless the Settlement is terminated or otherwise fails prior to the time to do so, the parties
12 agree to the following measures in connection with the submission of all papers and motions to the
13 Court associated with final approval and implementation of the Settlement.

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1 **A. Final Approval of the Settlement**

2 **1. Declaration Regarding Notice and Initial Claims Processing**

3 At least five (5) business days before the Final Approval hearing, Lead Class Counsel shall
4 file, or cause the Claims Administrator to file, a declaration with the Court attesting to: (a) the
5 number of notices mailed by U.S. mail and email to members of each Settlement Class (unique
6 addressee and total), (b) the date or dates of such mailing/emailing, (c) the number of
7 undeliverable notices, (d) the dates of publication (print and internet), (e) the number of comments
8 and objections received (and attaching a copy of each), (f) the number of valid and invalid
9 requests for exclusion received, separately delineated as such, and attaching a copy of each, and
10 (g) to the extent ascertainable at the time, the number of valid and invalid claim forms received,
11 separately delineated as such and listing (in summary fashion) the basis for each determination of
12 invalidity. This list may be amended following further review of claims by the Claims
13 Administrator after an applicable cure period or based on other information. The filing will not
14 contain the name or other identifying information of any Claimant.

15 **2. Motion and Memorandum of Points and Authorities in Support of**
16 **Final Approval**

17 The parties shall submit at least five (5) business days before the Final Approval hearing a
18 joint motion to request final approval of the Settlement and a joint memorandum of points and
19 authorities in support of the motion and responding to any objections to the Settlement that have
20 been received, along with any other supporting papers that they jointly deem appropriate. Lead
21 Class Counsel and Defendants' Liaison Counsel shall coordinate the drafting work, and the parties
22 shall commence work at least thirty days before the Final Approval hearing. Each side shall strive
23 in good faith to agree on the language and arguments to be contained in the submissions and to
24 propose and accept language that does not violate the letter or spirit of the non-disclosure and
25 other media restrictions set forth in the Settlement Agreement or otherwise cast a party in a
26 negative light. If despite these efforts the parties cannot agree on language or arguments within a
27 reasonable time given the filing deadline, they shall submit the dispute for binding resolution to
28 the settlement mediator, Hunter Hughes, or such other person to whom they agree, in sufficient

1 time so that the resolution process will not unreasonably interfere with timely submission. Such
2 person may resolve the dispute by accepting either party's language or preparing alternative
3 language. The language adopted or prepared shall make the strongest case for final approval
4 without violating the letter or spirit of the non-disclosure and other media restrictions set forth in
5 the Settlement Agreement or otherwise casting a party in a negative light.

6 **B. Motion for Award of Attorneys' Fees and Expenses**

7 Class Counsel shall submit an application and supporting materials for approval of
8 attorneys' fees and expenses previously incurred at least thirty (30) days before the Final Approval
9 hearing. The public portions of the submission (not actual fee or expense records) shall be
10 promptly posted on the websites of the Claims Administrator and Class Counsel. At least forty
11 (40) days before the Final Approval hearing, Defendants' Liaison Counsel shall be afforded the
12 opportunity to review the content of the public portions of the submission to identify language that
13 he believes violates the letter or spirit of the non-disclosure and other media restrictions set forth
14 in the Settlement Agreement or otherwise casts a party in a negative light. The parties shall strive
15 in good faith to resolve any disagreements about the passages, if any, that Defendants' Liaison
16 Counsel identifies, but if they are unable to agree within a reasonable time given the filing
17 deadline, they shall submit the dispute for binding resolution to the settlement mediator, Hunter
18 Hughes, or such other person to whom they agree, in sufficient time that the resolution process
19 will not unreasonably interfere with timely submission. Such person may resolve the dispute by
20 accepting either party's language or preparing alternative language. The language adopted or
21 prepared shall make the strongest case for approval of the fee and expense application without
22 violating the letter or spirit of the non-disclosure and other media restrictions set forth in the
23 Settlement Agreement or otherwise casting a party in a negative light.

24 **C. Motion for Approval of the Claim Distribution Formula and List of Awards**

25 Along with any claims distribution formula and list of awards submitted to the
26 Court pursuant to section III.A.2, supra, Class Counsel may submit a memorandum and supporting
27 materials explaining and justifying the formula. The memorandum and supporting materials shall
28 be promptly posted on the websites of the Claims Administrator and Class Counsel. Defendants'

1 Liaison Counsel shall be provided a draft of the memorandum and supporting materials at least
2 four (4) business days before filing and posting to afford him an opportunity to identify language
3 or arguments that he believes violates the letter or spirit of the non-disclosure and other media
4 restrictions set forth in the Settlement Agreement or otherwise casts a party in a negative light.
5 The parties shall strive in good faith to resolve any disagreements about the passages, if any, that
6 Defendants' Liaison Counsel identifies, but if they are unable to agree, either party may submit
7 any disagreements for binding resolution to the settlement mediator, Hunter Hughes, or such other
8 person to whom they agree, within four (4) business days after their discussions of the challenged
9 language or arguments begins. Such person may resolve the dispute by accepting either party's
10 language or preparing alternative language. The language adopted or prepared shall make the
11 strongest case for approval of the formula without violating the letter or spirit of the non-
12 disclosure and other media restrictions set forth in the Settlement Agreement or otherwise casting
13 a party in a negative light.

14 **D. Other Filings and Postings**

15 If Plaintiffs, the Settlement Class, or Class Counsel on their behalf, file or post any
16 other motions, applications, or other documents/information in support of approval of the
17 Settlement or in connection with its implementation, a draft copy of the documents shall be
18 provided to Defendants' Liaison Counsel a reasonable period in advance of filing or posting (but
19 in no event less than four (4) business days before filing or posting) in order to afford Defendants'
20 Liaison Counsel an opportunity to identify language or arguments that he believes violates the
21 letter or spirit of the non-disclosure and other media restrictions set forth in the Settlement
22 Agreement or otherwise casts a party in a negative light. If Defendants file any other motions,
23 applications, or other documents in support of approval of the Settlement or its implementation, a
24 draft copy of the documents shall be provided to Lead Class Counsel a reasonable period in
25 advance of filing (but in no event less than four (4) business days before filing) in order to afford
26 Lead Class Counsel an opportunity to identify language or arguments that he believes violates the
27 letter or spirit of the non-disclosure and other media restrictions set forth in the Settlement
28 Agreement or otherwise casts a party in a negative light. The parties shall strive in good faith to

1 resolve any disagreements about the passages, if any, that Defendants' Liaison Counsel or Lead
2 Class Counsel identifies, but if they are unable to agree, either party may submit any
3 disagreements for binding resolution to the settlement mediator, Hunter Hughes, or such other
4 person to whom they agree, within four (4) business days after their discussions of the challenged
5 language or arguments begins. Such person may resolve the dispute by accepting either party's
6 language or preparing alternative language. The language adopted or prepared shall make the
7 moving party's point as strongly as possible without violating the letter or spirit of the non-
8 disclosure and other media restrictions set forth in the Settlement Agreement or otherwise casting
9 a party in a negative light. Notwithstanding the above, the time periods specified in this Section
10 IV.D shall not apply to any submissions that must be filed on such a short time frame that the
11 consultation contemplated above cannot reasonably occur. However, in such circumstances, the
12 parties shall meet and confer in good faith to prepare responses consistent with the spirit of the
13 provisions set forth herein.

14 **E. Effect of Defendants' Review Rights**

15 The provisions set forth in this Section IV shall not increase or decrease a party's
16 standing, if any, to object to a submission on the merits. If any provision of this Section IV of
17 Administrative Order No. 4, or the application of any provision of this Section IV of
18 Administrative Order No. 4 to any specific person or circumstance, should be determined to be
19 invalid, unenforceable or in violation of applicable Rules of Professional Conduct, the other
20 provisions of this Section, and the application of such provision to other persons or circumstances,
21 shall remain unaffected to the extent permitted by law.

22 **V. CONFIDENTIALITY/IMPROPER USE**

23 1. Except as otherwise provided in this Administrative Order or in the other
24 Settlement documents, all Claim Submission materials (including but not limited to the Claim
25 Forms) shall be kept strictly confidential and shall not be discoverable or useable in any
26 proceeding, other than in connection with the enforcement of the Settlement Agreements.

27 2. Once the deadline to challenge awards has expired, or if there is an award
28 challenge, following the resolution of said challenge(s), and with the exception of the Verification

1 and Claim Agreements (which term is defined in the Confidentiality Order) which may be
2 maintained forever, the Claims Administrator and Lead Class Counsel shall certify the destruction
3 of all Claim Submission materials received, and Defendants' Liaison Counsel shall certify the
4 destruction of any redacted Claim Submission materials received, including any copies distributed
5 in accordance with this Order. The parties shall jointly request, and make efforts to retrieve, any
6 Claim Submission materials submitted to the Court in connection with claims administration.

7 **VI. DEFENDANTS' LIAISON COUNSEL**

8 Seth E. Pierce, of Mitchell Silberberg & Knupp LLP, is hereby designated Defendants'
9 Liaison Counsel for purposes of this Settlement only. Defendants' Liaison Counsel shall have all
10 of the powers and responsibilities set forth herein and in the other Settlement documents. If he for
11 any reason is no longer able or willing to serve as Defendants' Liaison Counsel, Defendants shall
12 designate to Lead Class Counsel a successor, even if such successor be on an interim basis, in
13 writing within 30 days after Mr. Pierce becomes unable or unwilling to serve in that capacity. If
14 Defendants fail to do so in a timely manner, the Trustees of QSF II or Lead Class Counsel, as the
15 case may be, shall be relieved of their obligations to consult with Defendants' Liaison Counsel
16 until notified of the identity of such successor or interim successor.

17 **VII. PAYMENT OF, OR REIMBURSEMENT FOR, COST OF CLAIMS**
18 **ADMINISTRATION**

19 The payment or reimbursement of claims administration costs shall be governed by
20 Administrative Order Nos. 1 and 3.

21 **VIII. MODIFICATION**

22 This Order may be modified by further order of this Court. This Order also may be
23 modified (e.g., deadlines extended) by mutual agreement between Lead Class Counsel and
24 Defendants' Liaison Counsel.

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1 **IX. RELATIONSHIP TO SETTLEMENT AGREEMENT**

2 If there is any conflict between the terms of this Order and the Settlement Agreement, the
3 Settlement Agreement shall take precedence.

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5 IT IS SO ORDERED.

6 Dated: _____, 2010

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

10 AGREED AS TO FORM AND SUBSTANCE BY:

11 DATED: January __, 2010

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PAUL SPRENGER and JANE LANG,
ATTORNEYS

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1 DATED: January __, 2010

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7 DATED: January __, 2010

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13 DATED: January __, 2010

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19 DATED: January __, 2010

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1 DATED: January __, 2010

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8 DATED: January __, 2010

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18 DATED: January __, 2010

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Mark Block
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24 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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DATED: January __, 2010

BINGHAM MCCUTCHEN
Bruce Friedman

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