

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

**If you are age 40 or over and  
wrote or were interested in writing for television,  
proposed class action settlements  
may affect your rights.**

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- A group of writers have sued, in nineteen separate lawsuits, television networks, studios and talent agencies claiming age discrimination in the hiring and representation of writers age 40 or over.
- Seventeen television networks and studios and seven talent agencies have agreed, subject to approval of the Los Angeles Superior Court (Judge Emilie Elias presiding) (“Court”), to settle their separate cases for a collective payment of \$70,000,000. Insurance carriers are paying approximately two-thirds of the settlement amount.
- The Court has not decided whether the Defendants (identified in the response to Question 3, below) did anything wrong or whether, in the absence of a settlement, the cases could proceed to trial as class actions. You now have the following choices:

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBMIT A CLAIM FORM BY APRIL 13, 2010</b>	The only way to get a payment from the settlement fund.
<b>EXCLUDE YOURSELF BY APRIL 8, 2010</b>	Get no payment or other benefit from the settlements. But this is the only option that allows you to separately sue the Defendants or their affiliates and certain others about alleged age discrimination that occurred prior to January 22, 2010.
<b>COMMENT OR OBJECT BY APRIL 14 , 2010</b>	Write to the Court about whether you like the settlements. This option is not open to persons who exclude themselves, as described above.
<b>SPEAK AT A HEARING ON MAY 5, 2010</b>	Ask to speak in Court about the fairness of the settlements. This option is not available to persons who exclude themselves.
<b>DO NOTHING</b>	Get no payment. But give up any right you may have to sue Defendants or their affiliates and certain others about alleged age discrimination that occurred prior to January 22, 2010.

- The Court has preliminarily approved the settlements. It has not decided whether to finally approve the settlements. Payments will be made only if the Court finally approves the settlements and a distribution formula. This process will take some time.
- You can get additional information by visiting the websites maintained by the claims administrator and the attorneys who represent the named plaintiffs and <sup>1</sup> settlement class (“Class Counsel”). You also may

consult with Class Counsel at no charge. The websites, toll-free phone numbers and email addresses are below.

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## BASIC INFORMATION

### 1. Why did I get this notice?

This notice explains that the Court has preliminarily approved separate class action settlements in 19 cases filed on behalf of actual and aspiring television writers age 40 or older against television networks, studios and talent agencies. Although these are separate settlements, the Plaintiffs (identified in the response to Question 6, below) and Defendants agreed to issue one notice for all of the settlements and to administer them together. These separate settlements are referred to as the "Settlement" throughout the rest of this notice.

If you are a member of one of the Settlement Classes (described in the response to Question 7, below), you have legal rights and options that you may exercise before the Court decides whether to finally approve the Settlement. Those legal rights and options are explained in detail in this notice.

### 2. What are these lawsuits about?

Separate legal actions are currently pending against television networks, production studios, and talent agencies, alleging age discrimination against television writers age 40 or over.

### 3. Who are the settling Defendants?

The settling Defendants include ABC, Agency for the Performing Arts, Inc., CBS, Columbia TriStar Television, Inc., DW SKG TV LLC (formerly known as DreamWorks SKG TV LLC), Fox Broadcasting Company, NBC Universal, Inc., Paradigm Talent & Literary Agency, Shapiro-Lichtman, Inc., Sony Pictures Television Inc., Spelling Television, The Carsey-Werner Company LLC, The Endeavor Agency, LLC, The Gersh Agency, Inc., The WB Television Network, Touchstone Television, TriStar Television, Inc., Twentieth Century Fox Television, United Talent Agency, Inc., UPN, Warner Bros. Television, William Morris Agency LLC, and William Morris Endeavor Entertainment LLC. A complete list of the named Defendants in the cases that are being settled, as well as a partial list of the corporate affiliates covered by the Settlement, is available on the websites or by calling 1-888-730-7198. **You are strongly encouraged** to visit the website and look at this list so that you have a better understanding of which networks, production companies, and talent agencies are covered by the Settlement. The settling defendants are referred to in this notice as the "Defendants."

### 4. What is a class action?

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The "Class Representatives" are also called "Plaintiffs." The Class Representatives and the people who have similar claims are called the "Class," or where, as here, the Classes are approved solely for

purposes of settlement, the "Settlement Class." Each member of the Settlement Class is called a "Settlement Class Member." One Court resolves the issues for everyone in the Settlement Class, except for those people who choose to exclude themselves from the Settlement Class.

#### **5. Why are these lawsuits class actions?**

Cases can be approved as class actions for trial or settlement. Here, the Court has preliminarily decided that the cases meet the requirements for a class solely for purposes of settlement. The Court will make a final decision at or after the final approval hearing. The Court hasn't decided and won't decide whether, absent the Settlement, it would permit these claims to proceed to trial on a class basis.

#### **6. Who are the Plaintiffs?**

There are over 160 Plaintiffs among the 19 settling cases. Six of them are members of a "Liaison Committee" that has conferred frequently with Class Counsel about the litigation and the Settlement. A list of the Plaintiffs, which identifies the Liaison Committee members, is available on the websites or by calling 1-888-730-7198.

### **WHO IS IN THE SETTLEMENT?**

To benefit from or otherwise be affected by the Settlement, you must be a Settlement Class Member.

#### **7. What are the Settlement Classes in these cases?**

The Settlement creates two Settlement Classes – a Professional Television Writers Settlement Class and an Aspiring Television Writers Settlement Class – both of which are subject to a few exclusions. You are covered by this Settlement if (a) you meet either settlement class definition, **and** (b) you do not fall into any of the exclusions (discussed in the answer to Question 8).

The "**Professional Television Writers Settlement Class**" means all persons, except Excluded Persons (who are described below in the answer to Question 8), (a) who performed at any time television writing work covered by the Writers Guild of America Minimum Basic Agreement ("MBA") or who performed for compensation television writing work not covered by the MBA, (b) who were 40 years of age or older as of January 22, 2010, and (c) who, while 40 years of age or older, had an interest in securing Television Writing Opportunities and/or talent agency representation for the purpose of securing Television Writing Opportunities, at any time between October 22, 1996 and January 22, 2010.

The "**Aspiring Television Writers Settlement Class**" means all persons, except Excluded Persons and members of the Professional Television Writers Settlement Class, who were (a) 40 years of age or older as of January 22, 2010, and (b) who, while 40 years of age or older, had an interest in securing Television Writing Opportunities and/or talent agency representation for the purpose of securing Television Writing Opportunities, at any time between October 22, 1996 and January 22, 2010.

The settlement agreements and the websites contain the definition of "Television Writing Opportunity." The definition is intended to cover all writing work or positions on every form of television. To receive benefits under the Settlement, you will have to show that you qualify as a member of a Settlement Class. (See question 20.)

The Settlement covers claims regarding Television Writing Opportunities between October 22, 1996 and January 22, 2010 (the “Class Period”).

## **8. Who is excluded from the Settlement Classes?**

Three groups of executives, executive producers, and agents are excluded from the Settlement Classes for all purposes:

Persons who, between October 22, 1996 and January 22, 2010, were **continuously** employed as a talent agent.

Persons who, between October 22, 1996 and [Preliminary Approval Date], **continuously** held the position of executive and/or principal of a Defendant or Settling Party Affiliate. (The exact definitions of Defendants and Settling Party Affiliates are set forth in the Settlement Agreements, on the websites, and by calling the toll-free numbers below, but those terms essentially cover all of the named Defendants and their corporate affiliates).

Persons who, **in each and every year** between October 22, 1996 and December 31, 2009, were executive producers with one or more Defendants or Settling Party Affiliates (on one or more shows/works/projects).

## **WHO ARE THE LAWYERS?**

### **9. Do I have a lawyer in these cases?**

You do. The Plaintiffs and Settlement Classes have been represented in these cases since 2000 by Lead Class Counsel Paul Sprenger and Jane Lang (Washington, DC) and a Steering Committee composed of six of the following: Class Counsel Steven Sprenger and Michael Lieder (Sprenger & Lang PLLC, Washington, DC), Class Counsel Maia Caplan (Kator Parks & Weiser PLLC, Washington, DC), Local Class Counsel Dolly Gee (February 22, 2002-December 24, 2009) and Henry Willis (December 24, 2009-present) (Schwartz, Steinsapir, Dohrman & Sommers, Los Angeles), Dan Wolf (Washington, DC), National Class Counsel Thomas Osborne and Barbara Jones (AARP Foundation, Washington, DC and Los Angeles), Daniel Edelman (Katz, Marshall & Banks, Washington, DC), and Max Blecher (Blecher & Collins, Los Angeles). You may, at no charge, discuss your rights under the settlement with Class Counsel, and may reach them at the email address and phone number below. All communications with Class Counsel are private and privileged and will not be disclosed to Defendants or their counsel without your permission.

### **10. Should I get my own lawyer?**

You do not need to hire a separate lawyer because Class Counsel are legally required to look after the interests of all Settlement Class Members. But you may contact your own lawyer, at your own expense, for any assistance that you may require.

### **11. Who represents the Defendants in these cases?**

Defendants’ Liaison Counsel is Seth E. Pierce of Mitchell Silberberg & Knupp LLP (Los Angeles).

Defendants were represented by, among others, Epstein Turner & Song, P.C. (Gersh), Glaser, Weil, Fink, Jacobs, Howard & Shapiro, LLP (Endeavor), Kaye Scholer LLP<sup>5</sup>(APA), Law Offices of Judith Shapiro (Shapiro-

Lichtman), Mitchell Silberberg & Knupp LLP (Columbia TriStar Television, Inc., Carsey Werner, DW SKG TV LLC formerly known as DreamWorks SKG TV LLC, Fox, The WB, Twentieth Century Fox Television, and Warner Bros. Television), Morgan Lewis & Bockius LLP (CBS, UPN, Spelling), Munger Tolles & Olson LLP (NBC Universal, Inc.), Murchison & Cummings LLP (Paradigm), Paul Hastings Janofsky & Walker LLP (ABC, Touchstone Television), and Proskauer Rose LLP (William Morris Agency LLC, United Talent Agency, Inc.).

## **12. What if I still have questions?**

Go to either website listed in this notice or get free help by calling or emailing the claims administrator or Class Counsel at the phone numbers or addresses at the bottom of each page. Class Counsel can provide legal advice. The claims administrator – which has been engaged to assure the terms of the Settlement, including the processing of claims, are carried out properly – cannot provide legal advice, but can supply forms or other information you may need. You will not be charged a fee or any other cost to speak with either of them. Communications with Class Counsel are confidential and privileged; communications with the claims administrator are not privileged. You may also contact your own lawyer, at your own expense, for any assistance that you may require. **Please do not contact the Court.**

## **WHAT ARE THE CLAIMS IN THE LAWSUITS?**

### **13. What do the Plaintiffs complain about in the lawsuits?**

In the lawsuits, Plaintiffs contend that each of the network and studio Defendants has engaged in a pattern or practice of age discrimination against writers age 40 or older in making employment decisions, and in the case of the talent agency Defendants, that each talent agency has engaged in a pattern or practice of age discrimination against writers age 40 or older in making representation decisions. In addition, Plaintiffs allege that each of the Defendants has adopted practices that, while neutral on their face, have the effect of unintentionally discriminating against Settlement Class Members. You can read an exemplar complaint on either of the websites listed below.

### **14. How do Defendants respond to these claims?**

The Defendants deny that they have discriminated against anyone, either in their employment or representation decisions. They contend that opportunities for employment and representation are based on the merits of the writer's qualifications and are equally available to older and younger writers. They also deny that any of their practices have the effect of unintentionally discriminating against Settlement Class Members. Defendants finally deny that these claims could ever be prosecuted on a class basis, given their contentions regarding the wide range of writing positions and qualifications at issue and their contention that the decisionmakers are different for each position.

### **15. Has the Court decided who is right?**

The Court has not decided in any of the thirteen separate cases whether the Defendants engaged in the claimed age discrimination, or if so, the amount of damages to which any class as a whole or any Settlement Class Member would be entitled. Plaintiffs and Defendants each believe that they would win if the Settlement is not approved and the cases proceed to trial. But under the Settlement, there will be no trial. A settlement avoids further risks and costs of litigation, including trial. The parties have decided to settle on a class basis because a class settlement allows all matters to be resolved simultaneously for all Settlement Class Members and for all Settlement Class Members to receive compensation under a single formula.

## WHAT BENEFITS ARE AVAILABLE TO SETTLEMENT CLASS MEMBERS?

### 16. How much money will be paid under the Settlement?

The Settlement calls for all of the Defendants together to pay \$70 million to settle these age discrimination claims. Insurance carriers will pay approximately two-thirds of this amount. This amount covers everything associated with the Settlement; Defendants have no additional obligations.

### 17. For what purposes will that money be used?

Of the settlement payment, Class Counsel estimate that about \$43 million will be used to pay awards to Settlement Class Members, pay taxes on those awards, fund activities beneficial to the Settlement Class Members, and fund reserves required by the Settlement. Subject to Court approval, one-third of the settlement payment will be used to pay Class Counsel's contingent attorneys' fee award. Also subject to Court approval, the remaining 6.7% will first be used to pay and reimburse litigation and settlement administration expenses, with a portion to be contributed to the Fund for the Future (described in the answer to Question 22).

### 18. How will compensation awards to Settlement Class Members be determined?

A single claim benefit formula will be used to determine the amount awarded to each individual Settlement Class Member who submits a timely and valid claim form. A claim form accompanies this notice, and is available at both of the websites below for downloading. The formula will include but is not limited to the following factors: (i) television writing income during the Class Period and before, (ii) attempts to obtain, or bases for deterrence from seeking, television writing work or talent agency representation during the Class Period, (iii) writing qualifications, (iv) television genres and types of positions in which you were interested, (v) anecdotal evidence of alleged age discrimination, (vi) evidence developed in support of the individual and class allegations, and (vii) documented physical and emotional injuries, medical expenses and financial losses related to age discrimination claims. Union membership will not be one of the factors taken into account.

### 19. How do I know that the benefit formula will be fair?

Class Counsel will submit the proposed formula to the Court for its approval only after all claim forms have been submitted and analyzed. Class Counsel hopes to submit the formula within three months after the claim form submission deadline, but several factors could delay submission of the formula. This proposed formula will be mailed or emailed to each Settlement Class Member who submits a claim form, to afford them an opportunity to comment on or object to the formula before the Court rules. This notice will include the procedure for submitting comments or objections to the formula. The formula also will be posted on the websites listed below. The Court will approve the formula only if the Court finds that it is fair to the Settlement Classes.

### 20. How much money am I likely to receive under the formula?

The amount of each award cannot be determined at this time. The amount will vary based on individual circumstances and the number of valid claims submitted. The minimum award for a valid claim is \$250 (\$400 if the claimant waives his or her right to participate in the Fund for the Future, see instructions in claim form for more details).

The claims administrator will also calculate and withhold applicable state and federal payroll and other taxes on the award. The claims administrator will set aside a reserve to protect against a claim by any taxing

authority that insufficient taxes were withheld by the claims administrator.

Additionally, some or all of your award may be subject to a collective bargaining agreement requirement to contribute up to 15% to government-regulated union pension, health and welfare plans. If awards are made before it is determined whether your award is subject to pension, health and welfare contributions, the claims administrator will establish a reserve to pay any contributions and related expenses that are ultimately found due.

### **21. Do I have to prove that I am a Settlement Class Member to receive an award?**

To obtain an award, proof of Settlement Class Membership is required. Among other requirements, members of the Aspiring Television Writers Settlement Class will be asked to provide objective evidence of actions taken in pursuit of their interest in writing for television. The types of evidence that will suffice are identified in Administrative Order No. 4 and in Section II of the claim form. View these documents at the websites listed below.

### **22. What is the Fund for the Future?**

The Fund for the Future will pay for various approved activities for qualified Settlement Class Members, including television writing industry networking events, grants or loans to help finance the preparation or independent production of television scripts, and emergency social welfare loans. An unpaid Board of Governors composed of at least five Settlement Class Members will govern the Fund for the Future. Defendants will have no involvement in, or responsibility for, administering the Fund for the Future. Class Counsel anticipates that the initial endowment of the Fund for the Future will be about \$2.5 million. Go to [www.TVWritersFundfortheFuture.com](http://www.TVWritersFundfortheFuture.com) to nominate a Settlement Class Member as a Governor and for more information on the Fund for the Future.

### **23. How much will Class Counsel be paid?**

You are **not** required to personally pay any fees or expenses associated with the Settlement. Class Counsel will ask the Court to award attorneys' fees and out-of-pocket costs from the settlement amount. You may comment on or object to the request. Class Counsel will ask the Court to approve attorneys' fees of one-third (the percentage specified in the contingent fee retainer agreements with the named Plaintiffs) of the Settlement amount, including interest, or roughly \$23.3 million. Class Counsel will also seek reimbursement of out-of-pocket expenses incurred litigating this matter since 2000, which, together with the costs of noticing and administering the Settlement, will not exceed 6.7% of the settlement payment, or \$4.7 million.

## **HOW DO I SUBMIT A CLAIM FORM?**

### **24. How do I submit a claim form?**

To submit a claim for compensation, you must fill out a claim form (copy enclosed) and submit it to the claims administrator by U.S. Mail. Information you provide in your claim form is confidential. You must mail your claim form to:

TV Writers' Settlement  
Claims Administrator  
P.O. Box 8894  
Melville, NY 11747

(It is recommended, although not required, that you send your claim form by certified mail and that you

Claims Administrator: [www.TVWritersSettlementAdmin.com](http://www.TVWritersSettlementAdmin.com) 1-888-730-7198 [questions@TVWritersSettlementAdmin.com](mailto:questions@TVWritersSettlementAdmin.com)  
Class Counsel [www.TVWritersCounsel.com](http://www.TVWritersCounsel.com) 1-877-518-7090 [questions@TVWritersCounsel.com](mailto:questions@TVWritersCounsel.com)

keep a copy. Do not use Federal Express or any other overnight delivery service, as those services generally cannot deliver to a P.O. Box address.)

**25. What is the deadline for submitting claim forms?**

The postmark deadline to submit a claim is **April 13, 2010**.

**26. Will I need to complete other documents as well to receive an award?**

All persons who submit a claim form will be required to fill out certain tax forms. Other than these tax forms, and the claim form, there are no other documents to complete.

**27. May Defendants retaliate if I file a claim form?**

Access to the claim forms and associated documents will be strictly limited to preserve confidentiality. In addition, California law prohibits retaliation.

## **WHAT WILL I GIVE UP IF I REMAIN A SETTLEMENT CLASS MEMBER?**

**28. If I remain a Settlement Class Member, what claims will I be releasing?**

If you remain a Settlement Class Member, you will release five types of rights, all of which cover the period October 22, 1996 through and including January 22, 2010.

- You will release, and never be able to file or re-file, any past age discrimination claims you may have against Defendants and their corporate affiliates (including claims of the kind covered by the federal Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act);
- You will release, and never be able to file or re-file, any past age discrimination claims against **everyone** (not just the Defendants and their corporate affiliates) as to any television projects in which a Defendant or one of its corporate affiliates was creatively, financially, or otherwise involved (including claims under and of the kind covered by the federal Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act);
- You will give up the right to bring a collective action under the federal Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act;
- You will release claims that Creative Artists Agency, LLC (CAA), aided and abetted the alleged age discrimination of the Defendants or otherwise is jointly liable with the Defendants (including claims that CAA failed to take reasonable steps to prevent age discrimination from occurring at the Defendants and Settling Party Affiliates or in connection with the Television Writing Opportunities covered by the releases);
- Except to the extent prohibited by law, you will be barred from introducing any purported evidence of age discrimination that occurred prior to January 22, 2010 in making any future age discrimination claim against any Defendant or Settling Party Affiliate.

The releases contain limited exceptions to permit Plaintiffs and the Settlement Classes to continue pursuing certain claims against CAA.

You can read the entire text of the release in the Settlement Agreement at [www.TVWritersSettlementAdmin.com](http://www.TVWritersSettlementAdmin.com) and [www.TVWritersCounsel.com](http://www.TVWritersCounsel.com).

If you remain a Settlement Class Member, you will release important rights in exchange for the right to submit a Claim Form to receive an award. (The award calculation process, including the minimum award amount, is set forth in the answers to Questions 18-20.) You are advised to consult with Class Counsel (contact information below) or another attorney of your own choosing before deciding whether to remain in or exclude yourself from the Settlement. The postmark deadline to request exclusion is **April 8, 2010**.

**29. Will I give up any additional rights if I submit a claim form?**

No.

## HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

**30. What are the effects of excluding myself from the Settlement?**

If you exclude yourself from the Settlement, you will not be eligible to receive any monetary award or any benefits from the Fund for the Future. You also will not be permitted to object to the Settlement or be heard at the final approval hearing. But, if you properly request exclusion, you will preserve any age discrimination claims that you may have as to these Defendants and will not be bound by any rulings of the Court in connection with this Settlement.

**31. May I exclude myself from only part of the Settlement?**

No. You cannot request exclusion from only a portion of the Settlement or only as to certain Defendants. Any attempt to do so will be invalid and you will be contacted to determine whether you wish to remain in or exclude yourself from the entire Settlement.

**32. How may I exclude myself?**

To validly exclude yourself, you must send a letter to the claims administrator, Class Counsel **and** Defendants' Liaison Counsel at the following addresses:

Claims Administrator  
P.O. Box  
ADDRESS

Paul Sprenger  
Lead Class Counsel  
Sprenger·Lang Foundation  
Building  
1614 20th Street, N.W.  
Washington, DC 20009

Seth E. Pierce  
Defendants' Liaison Counsel  
Mitchell, Silberberg & Knupp LLP  
11377 W. Olympic Blvd.  
Los Angeles, CA 90064

Your request for exclusion must be signed by you personally, and it **must** clearly state: (1) your name, address, telephone number, and email address (if any), (2) your wish to be excluded from the Settlement, and (3) whether you previously performed television writing work for compensation. **The postmark deadline to request exclusion is April 8, 2010.** It is recommended that you send your exclusion request by certified mail and that you keep a copy.

## HOW MAY I COMMENT ON OR OBJECT TO THE SETTLEMENT?

### 33. How may I comment in favor of or against the Settlement?

If you are covered by the Settlement, you may comment in writing for or against its fairness and reasonableness. Your statement must include your name and address and, if you are represented by counsel for purposes of objecting to or commenting upon the Settlement, your statement must identify your attorney and his or her contact information. You do not have to submit a claim form in order to be able to comment or object, but you may not comment or object if you exclude yourself from the Settlement. All written statements must be submitted to the claims administrator, Lead Class Counsel and Defendants' Liaison Counsel by mail at the three addresses identified in the answer to Question 32 above, postmarked no later than **April 14, 2010**. Late objections/comments may not be considered by the Court. It is recommended, although not required, that you send your comment or objection by certified mail to all three addresses and that you keep a copy.

### 34. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

## MAY I PARTICIPATE IN THE FINAL APPROVAL HEARING?

### 35. When will the final approval hearing be held?

A final approval hearing (also called a fairness hearing) will be held on May 5, 2010 before the Honorable Emilie Elias, at 11:00 am, of the Superior Court of the State of California for the County of Los Angeles. On or after this hearing and based in part on your comments and objections, the Court will determine whether the proposed Settlement is fair, reasonable, and adequate, and should be finally approved by the Court. The Court will also consider at that time Class Counsel's application for an award of attorneys' fees and costs. The Court will consider the presentations of counsel and any comments or objections from Settlement Class Members before making these decisions. The Court may reschedule this hearing without further notice by mail. The websites will be updated to reflect any schedule changes related to the hearing.

### 36. What must I do to speak at the hearing?

If you wish to speak (or have a lawyer speak on your behalf) at the final approval hearing to object or state your comments in person, you must give notice. If you submit a written statement, you can, in that submission, state your intent to appear. If you do not submit a written statement, you must send a written notice to the claims administrator, Lead Class Counsel and Defendants' Liaison Counsel at the same three addresses provided above in the answer to Question 32, stating your name and address (and the name of your attorney, if one will be attending on your behalf), as well as your intent to appear at the hearing.

### 37. What is the relationship of the Settlement to other lawsuits?

This Settlement does not resolve the age discrimination claims filed against Creative Artists Agency, LLC. This Settlement also is unrelated to an earlier settlement of which you may have received notice involving two talent agencies – ICM and Broder Kurland. Finally, this Settlement also is separate from the settlement involving the Irv Schechter Agency. See [www.TVWritersCounsel.com](http://www.TVWritersCounsel.com) for more information.

**38. What happens if the settlement is not approved or is otherwise terminated?**

If the Settlement is not approved by the Court, or is terminated pursuant to its terms in all nineteen settling cases, you will not receive any money under the Settlement and you will not give up any claims that you possess. The cases will proceed as if there had never been a proposed settlement. You may log on to [www.TVWritersSettlementAdmin.com](http://www.TVWritersSettlementAdmin.com) or [www.TVWritersCounsel.com](http://www.TVWritersCounsel.com) to find out the status of the approval process.

**WHAT IF I DO NOTHING?**

**39. What happens if I do nothing at all?**

If you do nothing, you'll get no money from the Settlement and will not benefit from the Fund for the Future. You also won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants, their affiliates, and certain others arising out of alleged age discrimination during the period from October 22, 1996 through January 22, 2010.