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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 The Honorable Emilie H. Elias for all purposes]

THIS DOCUMENT RELATES TO:

Case No. BC 268 836

- 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]
ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENTS AND DIRECTING
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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1 The Court makes the following findings and rulings:

2 1. **Proposed Settlement.** In connection with the above-captioned matters, Lead Class
3 Counsel, on behalf of the Plaintiffs and proposed Settlement Classes, and Defendants, have
4 applied to this Court for an Order approving the settlement of the above-captioned actions in
5 accordance with the Settlement Agreements (“Settlement Agreement”), which, together with the
6 four Administrative Orders entered simultaneously herewith and the exhibits annexed to the
7 Settlement Agreement and Administrative Orders, set forth the terms and conditions (i) of the
8 proposed settlement, and (ii) for the dismissal of the above-captioned actions with prejudice on the
9 merits.

10 2. **Definitions.** This “Preliminary Approval Order” hereby incorporates by reference
11 the definitions in the Settlement Agreement and Administrative Orders, and all terms used herein
12 shall have the same meanings as set forth in the Settlement Agreement and Administrative Orders.

13 3. **Jurisdiction.** This Court has jurisdiction over the subject matter of the above-
14 captioned actions and over all parties to such actions, including all members of the Settlement
15 Classes.

16 4. **No Admission of Liability / Permissible Uses of Agreement.**

17 a. The Settlement Agreement, any negotiations, proceedings, documents or
18 anything else related to the Settlement Agreement, its implementation, or its judicial approval
19 shall not be construed as, or deemed to be evidence of, any admission or concession by any of the
20 parties or any other Person that they hire, employ, purchase literary material from or represent
21 television writers.

22 b. By entering into the Settlement Agreement, it is understood that the
23 Released Persons do not admit and expressly deny that they have breached any duty, obligation, or
24 agreement; deny that they have engaged in any illegal, tortious, or wrongful activity; deny that
25 they are liable to any Member of the Settlement Classes or any other Person; and/or deny that any
26 damages have been sustained by any Member of either Settlement Class or by any other Person in
27 any way arising out of or relating to Defendants’ or the Settling Party Affiliates’ or anyone’s
28 hiring, representation or other selection practices.

1 c. The Settlement Agreement, any negotiations, proceedings, or documents
2 related to the Agreement, its implementation, or its judicial approval (as well as the fact of the
3 Settlement and any acts or documents related to the Settlement or its implementation) shall not be
4 construed as, or deemed to be evidence of, any admission or concession by any of the parties or
5 any other Person regarding any matter, including, without limitation, the absence or presence of
6 liability, the absence or presence of damage, or the propriety or impropriety of class treatment.

7 d. Permissible Uses of Settlement Agreement/Fact of Settlement

8 (1) The Settlement Agreement is for settlement purposes only.

9 (2) The Settlement Agreement, any negotiations, proceedings, or
10 documents related to the Settlement, its implementation, or its judicial approval (as well as the fact
11 of the Settlement and any acts or documents related to the Settlement or its implementation)
12 cannot be asserted or used by any Person to support a contention that class certification is proper
13 or improper or that liability does or does not exist, or for any other reason, in the above-captioned
14 action, in the Non-Settling Cases, or in any other proceedings; provided, however, that:

15 (i) Members of the Settlement Classes, Class Counsel, the
16 Trustees of Settlement Fund II, the Trustees of QSF II, Released Persons, any Person who is the
17 beneficiary of a release set forth herein, or Ins. Co. may reference and file the Settlement
18 Agreement, and any resulting Order or Judgment, with the Court, or any other tribunal or
19 proceeding, in connection with the implementation or enforcement of its terms (including but not
20 limited to the releases granted therein, or any dispute related to the Settlement).

21 (ii) If defendants in the Non-Settling Cases (or any of them), or
22 the Court or court hearing such matters, or the parties in any other case or any other court, cite the
23 Settlement Agreement or otherwise inquire about the Settlement or class definition in connection
24 with such Non-Settling Cases (or other lawsuits related or unrelated to such cases), then Class
25 Counsel (or any other opposing party in such proceeding) may truthfully respond to such inquiries
26 or argue in response to such citations. The response or argument shall be limited to the matters
27 raised or matters reasonably related to such matters required for a full response to the inquiry or
28 argument made. A party's right to reference and discuss the Settlement Agreement (and related

1 non-privileged facts) in such circumstances is strictly responsive and limited to the proceeding,
2 including any appeal, in which the issue is raised.

3 (iii) The Released Persons may file the Settlement Agreement for
4 any purpose in connection with any lawsuit (including third party complaints) filed against one or
5 more of them by a defendant (or someone claiming through such defendant) in one of the Non-
6 Settling Cases (or a related proceeding).

7 (iv) Class Counsel, the Trustees of Settlement Fund II, the
8 Trustees of QSF II, Settlement Class Members, Defendants, Defendants' Counsel, Ins. Co., and
9 the claims administrator may file the Settlement Agreement for any purpose in connection with
10 any claim arising out of the implementation or breach of the Settlement (including the releases
11 contained therein and the confidentiality order entered concurrently herewith).

12 5. **Proposed Settlement.** The Court finds preliminarily that the Settlement
13 Agreements, the accompanying Administrative Orders, and the various exhibits to the Settlement
14 Agreements and Administrative Orders are fair, adequate, and reasonable, and therefore warrant
15 submission to Settlement Class Members for their consideration and the holding of a final
16 approval hearing (also referred to as a fairness hearing).

17 6. **Settlement Class Certification.** Solely for purposes of the Settlement, this Court
18 preliminarily certifies two Settlement Classes, the Professional Television Writers Settlement
19 Class and the Aspiring Television Writers Settlement Class, which along with any relevant
20 exclusions are defined in each of the Settlement Agreements.

21 7. **Appointment of Settlement Class Representatives and Class Counsel.** Solely
22 for purposes of the Settlement, the Court provisionally finds that plaintiffs and their counsel are
23 adequate representatives of the Settlement Classes, and appoints the Settlement Class
24 Representatives, Lead Class Counsel, and Class Counsel as those terms are defined in Part VI of
25 each of the proposed Settlement Agreements.

26 8. **Notice.** The Court hereby approves as to form and content the parties' notice plan
27 set forth in the concurrently entered Administrative Order No. 2. The Court finds that
28 dissemination of class notice substantially in the manner and form set forth in Administrative

1 Order No. 2 meets the requirements of applicable law and due process, is the best notice
2 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
3 entitled thereto.

4 9. **Administrative Orders.** Each of the Administrative Orders concurrently entered
5 is designed to facilitate and implement the Settlement and is fair, reasonable, and adequate,
6 including the procedures in Administrative Order No. 1 to establish Settlement Fund II to receive
7 and invest the settlement funds; the procedures in Administrative Order No. 2 to give notice of the
8 Settlement and inform Settlement Class Members of their rights to submit Claim Forms, exclude
9 themselves from the Settlement, and comment on the Settlement; the procedures in Administrative
10 Order No. 3 to establish QSF II to receive and invest settlement funds upon the Effective Date;
11 and the procedures in Administrative No. 4 for processing and evaluating Claim Forms and the
12 creation of a formula for individualized award calculation.

13 10. **Exclusion from the Proposed Settlements.** Members of the Settlement Classes
14 who do not properly and timely request exclusion from their respective Settlement Class shall be
15 bound by the Settlement Agreement and all determinations in the Settling Cases, including the
16 Judgment, whether favorable or unfavorable, and any releases given pursuant thereto. Members of
17 the Settlement Classes who wish to exclude themselves from the Settlement must do so by causing
18 their written request for exclusion to be submitted to the claims administrator, Lead Class
19 Counsel, and Defendants' Liaison Counsel, as provided in the notice. The Court hereby approves
20 as to form and content the parties' request for exclusion and objection plan set forth in the
21 concurrently entered Administrative Order No. 2. The deadline for Settlement Class Members to
22 request exclusion from the Settlement Classes shall be the later of 45 days from mailing of the
23 notice (specified in Section III.A.1 of Administrative Order No. 2) or 30 days from the last
24 published notice of the Settlements in any of the print media or niche internet sites set forth in
25 Exhibit 3 to Administrative Order No. 2.

26 11. **Deadline for Commenting on or Objecting to the Proposed Settlement.** Any
27 Member of the Settlement Classes or other legally interested Person may appear at the final
28 approval hearing to show cause why the proposed Settlement, as embodied in the Settlement

1 Agreements, should or should not be approved, and why Class Counsel's fees and/or costs and
2 expenses should or should not be approved. The Court hereby approves as to form and content the
3 parties' comment and objection plan set forth in the concurrently entered Administrative Order
4 No. 2. The deadline and procedure for Settlement Class Members and other legally interested
5 Persons to comment on or object to the Settlement Agreements is as set forth in the notice.

6 12. **Claim Forms/Participation in the Proposed Settlement.** The deadline for
7 Settlement Class Members to submit a Claim Form shall be the later of 75 days from mailing of
8 the notice (specified in Section III.A.1 of Administrative Order No. 2) or 30 days from the last
9 published notice of the Settlement in any of the print media or niche internet sites set forth in
10 Exhibit 3 to Administrative Order No. 2.

11 13. **Motion for Final Approval.** The deadline to file a motion for final approval of the
12 Settlement, including Class Counsel's request for reimbursement of expenses and an award of
13 attorneys' fees, shall be 30 days before the final approval hearing. Class Counsel's request for
14 reimbursement of expenses and an award of attorneys' fees shall be supported by declarations
15 from each firm/attorney providing verification of (a) out-of-pocket expenses and (b) hours
16 expended and rates regularly charged and paid by clients or awarded by a court. Class Counsel
17 need not file their detailed billing records, but shall be prepared to provide this information to the
18 Court for in camera review.

19 14. **Final Approval Hearing.** A hearing shall be held in Department 308, Los Angeles
20 County Superior Court, 600 South Commonwealth Ave., Los Angeles, California at 11:00 a.m. on
21 May 5, 2010 to consider the motion for final approval of the Settlement and Class Counsel's
22 request for reimbursement of expenses and an award of attorneys' fees. The procedures for
23 members of the Settlement Class to object to the Settlement Agreement and to appear at the final
24 approval hearing are set forth in the notice approved in Administrative Order No. 2.

25 15. **Five-Year Rule and Voiding of Preliminary Approval Order If Effective Date**
26 **Does Not Occur.** Upon entry of this Order, the deadline for prosecuting the Settling Cases for
27 purposes of CCP § 583.310 shall be tolled. In the event the Effective Date does not occur, or the
28 Settlement Agreement terminates, or is canceled, or does not become effective for any reason, in

1 one or more of the Settling Cases, that case (those cases) shall become Non-Settling Cases, and
2 this Preliminary Approval Order, except for paragraph 4 (including its subparts), shall be rendered
3 null and void and shall be vacated, *nunc pro tunc*, as to such cases, the time for prosecuting such
4 cases under CCP § 583.310 shall resume running from the date of a notice from Defendants’
5 Liaison Counsel or an Order from this Court making clear that the Effective Date will not occur or
6 terminating the Settlement Agreement as to those cases, and the parties in such cases shall be
7 returned to their respective positions in the litigation. If a Settlement Agreement is terminated,
8 that termination shall void all of the rights, obligations, and releases under that Settlement
9 Agreement, except as provided for in Sections II, IV, X, XIII, XVII, XVIII, XXII, XXV
10 (including any cross-referenced definitions) thereof. This paragraph shall not be deemed to
11 indicate whether and/or during what periods the time to prosecute the Settling Cases was running
12 under CCP § 583.310 prior to entry of this Order.

13 16. **Rescission of Exclusions.** Any Person may request that his or her request for
14 exclusion be rescinded. Any such request to rescind shall be accepted and effective if actually
15 received before the expiration of the Request for Exclusion Review Period. If received thereafter,
16 such request shall only be accepted and effective upon the joint agreement of Lead Class Counsel
17 and Defendants’ Liaison Counsel – approval not to be unreasonably withheld. A request to
18 rescind received after a Defendant or Ins. Co. has provided notice of its intent to terminate the
19 Settlement Agreement shall make Defendant and/or Ins. Co.’s notice of termination voidable (not
20 void) within five (5) business days of receiving notice of a valid or approved request to rescind.

21 17. **Termination of Settlement Agreement.** Defendant and/or Ins. Co. (and Plaintiffs
22 where appropriate) shall have the option to terminate the Settlement Agreement and withdraw
23 from the Settlement if any of the grounds for termination specified in the Settlement Agreement
24 are satisfied. Any Person authorized and wishing to exercise such right shall follow the procedure
25 specified in the Settlement Agreement and file notice with the Court. Notwithstanding any other
26 provision in this Order or the Settlement Agreement to the contrary, if a notice of termination is
27 provided, but then withdrawn by the noticing party before the Settlement (or any part) is

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1 terminated pursuant to such notice, then the act of providing such notice shall be deemed void *ab*
2 *initio*.

3 18. **Addition of Named Plaintiffs.** Solely for purposes of this Settlement, the
4 operative complaints in the above-referenced cases are amended to add Gwendolyn Baer and
5 Linda Yandell as Plaintiffs.

6 19. **Continuation or Adjournment.** The Court reserves the right to continue or
7 adjourn the date of the final approval hearing and any adjournments thereof without further notice
8 to the members of the Settlement Classes and retains jurisdiction to consider all further
9 applications arising out of or connected with the proposed Settlement.

10 20. **Intent.** It is the intention of the Court and this Preliminary Approval Order to
11 approve the terms of the Settlement set forth in the Settlement Agreement, Administrative Orders,
12 and exhibits to each. As such, to the extent not stated herein, this Preliminary Approval Order
13 preliminarily approves any and all provisions of the Settlement Agreement and such exhibits.

14 **IT IS SO ORDERED.**

15 Dated: January __, 2010

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

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1 APPROVED AS TO SUBSTANCE AND FORM:

2 Dated: January __, 2010

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Dated: January __, 2010

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7 DATED: January __, 2010

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Robert Gersh

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By: _____
Robert Gersh
Co-President
BC 268 840

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13 Dated: January __, 2010

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

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