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

13 ANITA DOOHAN, ET AL.,
14 Plaintiffs,
15 vs.
16 THE IRV SCHECHTER COMPANY,
17 Defendant.

CASE NO. BC 268 876

STIPULATION AND ORDER
GOVERNING PROVISION OF NOTICE
OF PRELIMINARY APPROVAL OF
SETTLEMENT TO SETTLEMENT
CLASS MEMBERS

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21 The parties to the above-captioned case, through their respective counsel of record, enter
22 into the following stipulation:

- 23 1. On September 12, 2006, Judge Wendell Mortimer granted preliminary approval to
24 the settlement of the case (the "Schechter Settlement") as set forth in a Consent Decree.
- 25 2. Judge Mortimer adopted the parties' suggestion that, to save on notice and
26 administration costs of the proposed Schechter Settlement (which does not provide for payment
27 of any money to plaintiffs, class members or Class Counsel), the preliminary approval should be
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1 noticed and the Schechter Consent Decree Settlement administered in conjunction with other
2 notices mailed in the TV Writers Cases.

3 3. The Consent Decree does not specify the form of notice to be used to notify
4 Settlement Class members of the proposed Schechter Settlement. Pursuant to the Court's
5 direction on December 21, 2009, the parties have negotiated the notice attached as Exhibit A.

6 4. The Consent Decree also does not specify how the Settlement Class members will
7 be identified and how the notice will be sent to them. Pursuant to the terms of the Other
8 Settlements, the WGA West and East are providing the names and addresses of persons who are
9 Settlement Class members in this case to the Claims Administrator in the Other Settlements,
10 Garden City Group, Inc. Garden City will run the addresses through two update services to
11 obtain the most current addresses possible. The parties agree that Garden City Group, Inc. shall
12 mail the Notice of the Schechter Settlement to all Settlement Class members using Standard A
13 mail, postage prepaid, to be paid by Class Counsel.

14 5. The parties also agree that the Notice concerning the Schechter Settlement shall be
15 published on a website to be maintained by Class Counsel, www.writerscase.com. The address of
16 that website is contained in the Notice. A second website also to be maintained by Class Counsel,
17 www.TVWritersCounsel.com, shall contain less detailed information about the Schechter
18 Settlement. Each website will contain links to the other so that it will be easy for Settlement
19 Class members to navigate between the two websites.

20 6. The Consent Decree also does not specify deadlines or procedures for opting out
21 of or commenting on the Schechter Settlement. The parties agree to the following dates and
22 deadlines.

23 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, subject to Court
24 approval, that:

25 1. Plaintiffs, through Class Counsel, shall cause Garden City Group, Inc. to send the
26 Mailed Notice via Standard A mail, postage prepaid, to all Settlement Class members as
27 identified pursuant to the process set forth in paragraph 4 above, within 14 days of the date of this
28 Order. The Irv Schechter Company and its principal, Irv Schechter (together "Schechter"), shall

1 have no obligations under this paragraph or to pay for the costs of mailing.

2 2. Plaintiffs, through Class Counsel, shall publish the Notice on
3 www.writerscase.com, and www.TVWritersCounsel.com, to remain available at least through the
4 Effective Date of the Schechter Settlement. The website www.TVWritersCounsel.com shall
5 contain summary information about the Schechter Settlement, and each website will be linked to
6 the other. Schechter shall have no obligations under this paragraph or to pay for the cost of
7 creating or maintaining the website.

8 3. The final fairness hearing shall commence at 11:00 AM. on September 17, 2010.
9 The parties shall enter that date and time in the appropriate places in the Notice.

10 4. The opt out process shall be as follows:

11 To validly request exclusion, a Settlement Class member must submit a written
12 and signed statement to Lead Class Counsel and Schechter's Counsel post-marked by 45 days
13 from mailing of the Notice. The request for exclusion must include the Person's name, postal and
14 email addresses and telephone number and state his, her, or its intention to be excluded from the
15 settlement. At least five business days before the final approval hearing, Lead Class Counsel
16 shall file a report with the Court including the following information: (i) the number and names
17 of any valid requests for exclusion; and (ii) the disposition of any requests for exclusion that were
18 withdrawn or invalidated, and the reason for designating them invalid.

19 5. The comment and objection process shall be as follows:

20 Settlement Class members who wish to object to the Schechter Settlement or any
21 part of it may be heard at the final approval hearing only if:

22 a. They submit to Lead Class Counsel and Schechter's Counsel a concise
23 written statement of their objections with a statement of their intention to appear at
24 the hearing or otherwise communicate their intention to appear at the hearing in
25 writing;

26 b. Such statement of objections/statement of intention is postmarked at least
27 twenty-one (21) days prior to the date set for the final approval hearing;

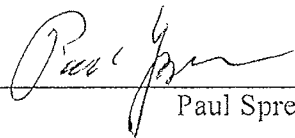
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c. Such statement identifies counsel, if any, who represents the objector and whether such counsel will appear at the final approval hearing; and Settlement Class members who have timely and properly requested exclusion from the Schechter Settlement shall not have standing to object to that Settlement at the final approval hearing.

DATED: June 3, 2010

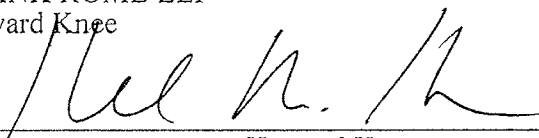
PAUL SPRENGER AND JANE LANG, ATTORNEYS
Paul Sprenger

By: 
Paul Sprenger

For all Plaintiffs Counsel

DATED: June 4, 2010

BLANK ROME LLP
Howard Knee


By: 
Howard Knee

Attorneys for Defendant

ORDER

Pursuant to the foregoing stipulation of the parties, it is so ordered.

DATED: June 7, 2010


Hon. Emilie H. Elias
Judge of the Los Angeles Superior Court

LEGAL NOTICE

**If you are age 40 or over and
are or were a member of the Writers Guild of America,
a proposed settlement may affect your rights.**

The Irv Schechter Company has agreed, subject to Court approval, to settle age discrimination allegations in connection with the representation of WGA members age 40 and older to obtain television positions. The talent agency virtually ceased operations five years ago for the personal reasons of its owner, Irv Schechter. Plaintiffs' Class Counsel are convinced, after reviewing personal financial records and conducting an investigation, that neither the agency nor its owner could pay a meaningful settlement and thus there is no monetary payment for plaintiffs, class members, or the lawyers. Nevertheless, Schechter has agreed to substantial changes in its practices if it resumes talent agency work doing business at a significant level. If you do not want to be part of the settlement, you can exclude yourself. If you remain in the class, you may comment on the proposed settlement.

WHO'S INCLUDED?

The settlement class is defined as "all members of the Writers Guild of America who at any time since October 22, 1997 were at least age 40." If you believe that you may be a settlement class member, you can get more information, including detailed questions and answers about the settlement, at www.writerscase.com or by calling 1-877-518-7090.

WHAT'S THIS ABOUT?

This lawsuit, like the lawsuits against several other talent agencies, claims that the Irv Schechter agency discriminated on the basis of age in its representation decisions. The defendant denied that it discriminated, but the parties believe it makes sense to end the litigation, which has been pending since 2000. The Court did not decide which side was right.

WHAT DOES THE SETTLEMENT PROVIDE?

Although the settlement does not provide for any payment of money, it does provide that if Irv Schechter gets back into the business of representing writers during the five years after the settlement becomes effective by either engaging five or more talent agents or earning more than \$1,000,000 in net commissions from representing writers, he will change his practices in several ways, including:

- Schechter will respond in writing within 30 days to writers' requests for representation.
- Semi-annually, Schechter will notify its writer clients of every television writing opportunity for which they were referred and of any responses to the referral.
- Schechter will not use with potential employers any words intended to identify the age of any candidate for television writing opportunities, such as "fresh," "young," or "recent grad."
- In response to any request that Schechter discriminate against or identify writing candidates based on age, Schechter will inform a prospective employer that both it and he may not and that Schechter will not discriminate against candidates on any protected basis, including age.
- Schechter will try in good faith to represent and obtain pitch meetings, staff positions, and freelance opportunities for writers age 40 and older at increasing rates set forth in the Consent Decree.

WHAT ARE YOUR OTHER OPTIONS?

If you stay in the class, you may comment on the settlement by **August 28, 2010**. To preserve your right to sue Schechter for past alleged age discrimination, you must exclude yourself by **August 3, 2010**. The Q&A on the www.tvwriterscounsel.com website explains how to exclude yourself or comment.

The Court will hold a hearing in these cases at the Superior Court Building, 600 South Commonwealth Avenue, Los Angeles, California, which is currently scheduled for **September 17, 2010 at 11:00 AM** (but which may be rescheduled), to consider whether to finally approve the settlement. You may ask to speak at the hearing.

CAN I CONSULT WITH CLASS COUNSEL?

Yes. To consult with Class Counsel (led by Paul Sprenger of Washington DC), at no charge, contact them at the number or website below, or email them at questions@TVWritersCounsel.com. All communications with Class Counsel are confidential and privileged.