



ORIGINAL FILE

JUN 02 2010

Jun 7 2010 5:04PM

LOS ANGELES SUPERIOR COURT

1 Neville L. Johnson (SBN 66329)
2 Douglas L. Johnson (SBN 209216)
3 JOHNSON & JOHNSON, LLP
4 439 North Canon Drive, Suite 200
5 Beverly Hills, California 90210
6 310-975-1080
7 310-975-1095 facsimile
8 njohnson@jllplaw.com
9 djohnson@jllplaw.com

6 Paul R. Kiesel (SBN 119854)
7 KIESEL, BOUCHER & LARSON, LLP
8 8648 Wilshire Boulevard
9 Beverly Hills, CA 90211-2910
10 310-854-4444
11 310-854-0812 facsimile
12 kiesel@kbla.com

10 Attorneys for Plaintiffs and the Plaintiff Class

11 Anthony R. Segall (SBN 101340)
12 Emma Leheny (SBN 196167)
13 ROTHNER, SEGALL, GREENSTONE &
14 LEHENY
15 510 So. Marengo Ave.
16 Pasadena, CA 91101-3115
17 626 796-7555
18 626 577-0124 facsimile
19 asegall@rsgllabor.com
20 eleheny@rsgllabor.com

18 Attorneys for Writers Guild of America, West, Inc.

19 SUPERIOR COURT FOR THE STATE OF CALIFORNIA

20 FOR THE COUNTY OF LOS ANGELES – CENTRAL CIVIL WEST

21 WILLIAM RICHERT, and
22 individual; MAUDE RETCHIN
23 FEIL, an individual; ANN
24 JAMISON, an individual; and on
25 behalf of those similarly situated,

25 Plaintiffs,

26 v.

27 WRITERS GUILD OF AMERICA
28 WEST, INC.; AND DOES 1

CASE NO. BC339972
(Related to: *Webb v. Directors Guild of America, Inc.* [LASC Case No. BC352621] and *Osmond v. Screen Actors Guild, Inc.* [LASC Case No. BC377780])

~~PROPOSED~~ JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

1 THROUGH 20, INCLUSIVE,
2 Defendants.

No Hearing Set

Dept.: CCW-311
Honorable Carl J. West

3
4
5
6
7 The Motions for Final Approval of Class Action Settlement separately filed
8 by plaintiffs and defendant Writers Guild of America, West, Inc. (“WGAW” or
9 “Guild”) came on for hearing before this Court, the Honorable Carl J. West, judge
10 presiding. In addition to the supporting papers filed by the moving parties, written
11 objections to the settlement were filed on behalf of three class members, Stefan
12 Avalos, Art Eisenson and Eric Hughes (collectively, “individual objectors”) and
13 two organizations, the Australian Writers’ Guild Authorship Collecting Society
14 (“AWGACS”) and Animation Guild, Local 839, IATSE. The Court conducted
15 hearings on the motions on March 9, 2010, and May 3, 2010. Upon consideration
16 of the parties’ motions and the supporting papers filed therewith, as well as the
17 submissions filed on behalf of the objectors, and upon consideration of the oral
18 arguments presented by counsel for the parties and objectors at the final settlement
19 hearings, the Court finds:

20 A. The parties have submitted to the jurisdiction of the Court for
21 purposes of settlement, the Court has personal jurisdiction over the parties and all
22 members of the Settlement Class, and the Court has subject matter jurisdiction to
23 approve the Amended Settlement Agreement and Release (“Amended Settlement
24 Agreement”), which is attached to this Order as Exhibit A.

25 The Settlement Agreement (i) is fair, reasonable, and in the best interest of
26 the class; (ii) was negotiated at arms’ length without collusion or undue influence;
27 (iii) fairly and appropriately reflects compromises by both sides in view of the risks
28 inherent in the continued prosecution and defense of the action; and (iv) offers a

1 benefit to the class that will provide full relief in terms of what might have been
2 gained if the case had proceeded to trial.

3 B. The proposed Settlement Class, as defined below, satisfies the
4 requirements of a class action under California Code of Civil Procedure Section
5 382.

6 C. Class Counsel, Johnson & Johnson, LLP and Kiesel Boucher &
7 Larson LLP, and the Class Representatives, William Richert, Maude Retchin Feil,
8 and Ann Jamison, have fully and adequately represented the class for purposes of
9 entering into and implementing the Amended Settlement Agreement.

10 D. The notice methodology implemented pursuant to the Amended
11 Settlement Agreement (i) constitutes reasonable, adequate, and practicable notice
12 calculated, under the circumstances, to apprise members of the Settlement Class of
13 the pendency of the litigation and the terms of the settlement, including, without
14 limitation, their right to object to or opt out of the Settlement Class; (ii) constitutes
15 due, adequate, and sufficient notice to all persons entitled to receive such notice;
16 and (iii) meets the requirements of due process, the California Code of Civil
17 Procedure, and any other applicable law and rules of the Court.

18 Based on the foregoing, the Court hereby **GRANTS** the Motions for Final
19 Approval and rules as follows:

20 1. The Amended Settlement Agreement is hereby granted final
21 approval.

22 2. The Settlement Class, certified for settlement purposes only,
23 consists of the following class members ("Class Members"):

24 All writers, including members of the WGAW and non-
25 members of the WGAW, whose works, whether or not written
26 under any WGAW collective bargaining agreement, earned
27 Foreign Levy Funds that were paid to the WGAW by foreign
28

1 collection societies.¹ This class definition includes the lawful
2 heirs of any such writer who is no longer living.

3 3. The composition of the Settlement Class is clarified in the
4 following respect. On or about March 8, 2010, objector AWGACS filed with the
5 Court a list of its 961 members (attached as Exhibit 3 to the Declaration of
6 Jacqueline Woodman, dated March 8, 2010). By reviewing its data base, the
7 WGAW determined that 63 of the listed AWGACS members also met the
8 definition of Class Members. A list of these 63 individuals is attached to this Order
9 as Exhibit B. The 63 individuals listed on Exhibit B are included in the Settlement
10 Class only with respect to their “covered” works—that is, works covered by a
11 WGAW collective bargaining agreement. Such individuals are not included with
12 respect to non-covered works and the balance of the AWGACS’ 961 members
13 identified to the Court are acknowledged to be excluded from the Settlement Class
14 altogether.

15 4. To address certain issues raised at the hearings on the motions
16 for final approval, the Court makes the following comments or clarifications with
17 respect to the Amended Settlement Agreement:

18 (a) In addition to the provisions in paragraph 7(d) of the
19 Amended Settlement Agreement relating to the payment of certain undistributable
20 funds attributable non-covered works, the Court shall retain jurisdiction over any
21 undistributable funds attributable to works written under any WGAW collective
22 bargaining agreement, including the applicability, if any, of the California
23 Unclaimed Property Law, Code Civ. Proc. §§ 1500-1582, or the payment of such
24 funds to a *cy pres* recipient.

25
26
27
28

¹ “Foreign Levy” or “Foreign Levies” means levies received by WGAW from foreign collecting societies pursuant to the Foreign Levy Agreements and individual agreements with those societies, which constitute the writers’ portion of the Author’s Share of Video Levies and Video Rental Levies, and certain other levies (including, in some countries, royalties for cable retransmission) imposed by foreign jurisdictions and collected and transmitted to WGAW by the societies for payment to writers.

1 (b) The charitable organization designated as the *cy pres*
2 recipient pursuant to paragraph 7(d)(ii) of the Amended Settlement Agreement shall
3 be the Actors Fund, an IRS § 501(c)(3) charity.

4 (c) The release of claims under paragraph 11 of the Amended
5 Settlement Agreement (“Release”) shall not include the following: (i) claims of
6 any WGAW member relating to his or her rights arising under any collective
7 bargaining agreement, union constitution or union bylaw, including but not limited
8 to rights to ratify collective bargaining agreements; (ii) potential claims that the
9 WGAW mistakenly or erroneously paid foreign levies, in whole or in part, to the
10 wrong individual(s); and (iii) claims unrelated to monies actually received by the
11 WGAW. In that regard, the Release does not include claims based on the allegation
12 that WGAW improperly allowed any portion of writer foreign levy monies to be
13 directed or paid to production companies or to designated agents or assignees of
14 production companies.

15 (d) The definition of “Releasees” in paragraph 11 of the
16 Amended Settlement Agreement (“Release”) does not include any employer
17 association or representative, such as the Motion Picture Association of America,
18 the Alliance of Motion Picture and Television Producers or Fintage House.

19 5. Pursuant to California Rules of Court, Rule 3.769(h), and
20 without affecting the finality of this Judgment and Order in any way, the Court
21 reserves jurisdiction over the parties concerning the construction, interpretation,
22 implementation, and enforcement of the Amended Settlement Agreement, and over
23 the administration and distribution of settlement benefits and enforcement of this
24 Judgment and Order.

25 6. A copy of this Order and the Amended Settlement Agreement
26 shall be mailed to all Class Members presently in WGAW’s address database as of
27 the date of this order by June 21, 2010, and shall be posted on WGAW’s website.

28 ///

1 7. The form of the envelopes to be used to mail a copy of this
2 Order shall be provided to the Court on or before June 9, 2010 for the Court's
3 approval.

4 8. The publication form of Legal Notice of Court-Approved Class
5 Action Settlement shall be provided to the Court on or before June 9, 2010 for the
6 Court's approval and shall be published as follows: (a) in *Daily Variety and The*
7 *Hollywood Reporter* on three successive Mondays, beginning Monday, June 21,
8 2010; (b) in the next available upcoming issues of *Written By*, *UK Writer*, and
9 *Screen Daily*; and (c) in a posting on the *www.wga.org* website during the entire
10 month of July 2010.

11
12 DATED: 6/2/10, 2010


CARL J. WEST

Judge Carl J. West
Los Angeles Superior Court

13
14
15
16 **APPROVED AS TO FORM:**

17
18 Dated: 6-2 2010

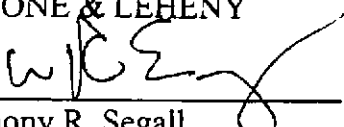
JOHNSON & JOHNSON, LLP
KIESEL, BOUCHER & LARSON,
LLP

19
20
21 By: 
Paul R. Kiesel

Attorneys for Plaintiffs and Plaintiff
Class

22
23
24 Dated: June 2, 2010

ROTHNER, SEGALL,
GREENSTONE & LEHENY


25
26 By: 
Anthony R. Segall

Attorneys for Defendant Writers Guild
of America, West, Inc.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 1/14/2010 2010

LAW OFFICES OF STEVEN J.
KAPLAN
LAW OFFICES OF JEFFREY
WINIKOW

By: 
Jeffrey Winikow
Attorneys for Objectors Stefan Avalos
and Art Eisenson, and Eric Hughes

Dated: _____ 2010

GIPSON HOFFMAN & PANCIONE

By: _____
Corey J. Spivey
Attorneys for Objecting Third Party,
Australian Writers' Guild Authorship
Collecting Society Limited

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____ 2010

LAW OFFICES OF STEVEN J.
KAPLAN
LAW OFFICES OF JEFFREY
WINIKOW

By: _____
Jeffrey Winikow
Attorneys for Objectors Stefan Avalos
and Art Eisenson, and Eric Hughes

Dated: May 26 2010

GIPSON HOFFMAN & PANCIONE

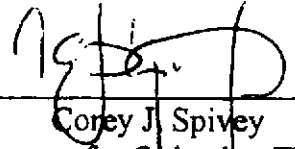
By:  _____
Corey J. Spivey
Attorneys for Objecting Third Party,
Australian Writers' Guild Authorship
Collecting Society Limited

EXHIBIT A

REVISED SETTLEMENT AGREEMENT AND RELEASE

This Revised Settlement Agreement and Release (the "Settlement Agreement") is entered into between each of William Richert, Maude Retchin Feil, and Ann Jamison (individually and collectively "Plaintiff(s)"), as representatives of the settlement class hereinafter described (the "Settlement Class"), and all members of the Settlement Class, on the one hand, and defendant Writers Guild of America, West, Inc., a California non-profit corporation ("WGAW"), on the other hand.

Plaintiffs and WGAW are sometimes collectively referred to herein as the "Settling Parties" and individually as a "Settling Party." This Settlement Agreement is entered into as of the date of the last Settling Party to sign this Settlement Agreement. The Settlement Agreement is made with reference to the following facts:

WHEREAS, on September 16, 2005, William Richert filed an action in the Superior Court of the State of California for the County of Los Angeles styled *William Richert, an individual and on behalf of those similarly situated v. Writers Guild of America, west, Inc. and Does 1 through 20*, Case No. BC339972, after which WGAW removed the matter to federal court;

WHEREAS, on August 22, 2006, a First Amended Complaint was filed in United States District Court for the Central District styled *William Richert, an individual; Pearl Retchin, an individual; Ann Jamison, an individual; and on behalf of those similarly situated v. Writers Guild of America, West, Inc.; and Does 1 through 20*, Case No. CV 05-8257 MMM (PJWx) (the "Action"), after which the Action was remanded back to the Superior Court of the State of California for the County of Los Angeles (the "Court");

WHEREAS, during the 1980s, various European countries began to adopt laws imposing levies on home video rentals, blank cassettes, and recording equipment, which were designed to provide compensation to rights holders, including writers, of the motion pictures and television programs exhibited within each country and which were subject to copying. These countries collected the levies through foreign collection societies. The funds from such levies that were collected by foreign collection societies shall be collectively referred to in this Settlement Agreement as the "Foreign Levy Funds";

WHEREAS, in the early 1990s the WGAW and the Directors Guild of America, Inc. (the "DGA") entered into various agreements with various producers, production companies and distributors regarding the division between them of the Foreign Levy Funds. Pursuant to these agreements, certain of the Foreign Levy Funds were and are collected by the WGAW. The Guilds and the Companies also agreed that the Guilds would distribute levies collected for all U.S. writers and directors regardless of whether a writer or director was a member of the Guilds and regardless of whether the motion picture was covered by a collective bargaining agreement.;

WHEREAS, the Action alleges, in essence, that the WGAW has collected substantial amounts, and earned interest thereon, of the Foreign Levy Funds, but has failed to properly or adequately account for and pay them to the persons entitled to them;

WHEREAS, the WGAW denies any wrongdoing;

WHEREAS, the Plaintiffs and the WGAW have engaged in five separate days of mediation before Mediator Joel M. Grossman, Esq.; and,

WHEREAS, Plaintiffs, on behalf of themselves and members of the Settlement Class, on the one hand, and WGAW, on the other hand, now seek to comprehensively resolve the Action and the disputes between them covered by the Action.

NOW THEREFORE, in consideration of the preceding recitals and the mutual promises and consideration set forth below, the sufficiency and adequacy of which are hereby acknowledged, the Settling Parties agree as follows:

1. **The Settlement Class**. For settlement purposes only, the Settling Parties stipulate to certification of the following Settlement Class:

All writers, including members of the WGAW and non-members of the WGAW, whose works, whether or not written under any WGAW collective bargaining agreement, earned Foreign Levy Funds that were paid to the WGAW by foreign collection societies. This class definition includes the lawful heirs of any such writer who is no longer living.

2. **Certain Obligations To Be Carried Out Only After the Effective Date**. Each and all of the Settling Parties' future obligations and duties under Paragraphs 3, 4, 5, 6 and 7 of this Settlement Agreement shall be carried out or effectuated as expeditiously as possible after the "Effective Date," as that term is defined below in Paragraph 10.a. None of obligations and duties under Paragraphs 3, 4, 5, 6 and 7 of this Settlement Agreement need be carried out or effectuated prior to the Effective Date.

3. **One-Time Review by "Big Four" Accounting Firm**.

a. The Settling Parties shall jointly select a "big four" accounting firm (i.e., Pricewaterhouse Coopers; Deloitte Touche Tohmatsu; Ernst & Young; or, KPMG) (the "Selected Accounting Firm").

b. The Selected Accounting Firm shall review the WGAW's foreign levies program, from inception to the present, according to Generally Accepted Accounting Principles (GAAP) and shall determine and issue a report analyzing and setting forth the following:

i. on an annual basis, the amount of Foreign Levy Funds collected by

the WGAW from the inception of the WGAW's foreign levies program to the present, including all interest earned on the Foreign Levy Funds while in the possession or control of the WGAW;

- ii. on an annual basis, the amount of Foreign Levy Funds distributed by the WGAW to writers (or their heirs, successors or other proper parties) from the inception of the WGAW's foreign levies program to the present, including any distributed interest on the Foreign Levy Funds;
- iii. on an annual basis, the amount of Foreign Levy Funds currently held by the WGAW, including all interest earned on the Foreign Levy Funds while in the possession or control of the WGAW.

c. The comprehensive report will be posted and published on the WGAW's website and remain so posted and published for a period of five (5) consecutive years.

4. Annual Review of WGAW's Foreign Levies Program.

a. For fiscal year 2009 and all subsequent fiscal years in which WGAW maintains its foreign levies program, the WGAW shall, as part of its annual financial review, have a review performed of the foreign levies program. Said review of the foreign levies program shall be performed by the same accounting firm that WGAW selects for its overall annual review.

b. WGAW currently posts and publishes on its website annual reports in their entirety, including full financial statements and notes. The review of the foreign levies program will be included in this full and complete posting and publication.

5. Evaluation of the WGAW's Foreign Levies Program by Consultants.

a. The WGAW shall engage consultants to provide a one-time review and to make recommendations to improve the processing and distribution of Foreign Levy Funds to members of the Settlement Class, including Plaintiffs.

b. Counsel for the Plaintiffs shall select one or two consultants, and the WGAW may also select additional consultants.

c. The consultants shall prepare and issue a report(s) which shall include recommendations on how the WGAW can improve the processing and distribution of Foreign Levy Funds. The consultants shall also review and make recommendations concerning the WGAW's document retention policies. The report(s) will be provided to Plaintiffs' counsel, the WGAW and the Court, and shall be made available to class members, upon request.

d. Counsel for the Plaintiffs and representatives of the WGAW shall meet, if possible with the consultants present, to review the report(s) and discuss implementation of some or all of the consultants' recommendations. Following this meeting(s), the WGAW shall implement whichever of the proposals it deems, in good faith, to be appropriate. If counsel for the Plaintiffs believe that the WGAW has not acted in good faith in failing to implement any of the consultants' recommendations, then counsel for the Plaintiffs and the WGAW shall first seek to resolve by mediation pursuant to Paragraph 16 of this Settlement Agreement, and, if mediation fails, then submit the dispute to the Court for resolution.

6. Publication Of and Registration Under WGAW's Foreign Levies Program.

a. For a period of three (3) years after the Effective Date (as defined below), on an annual basis, WGAW shall publicize the existence and availability of Foreign Levy Funds and the WGAW's foreign levies program to writers in industry and non-industry publications. The decision as to which publications to utilize for these purposes shall be jointly decided by Plaintiffs and the WGAW.

b. To further publicize the existence and availability of Foreign Levy Funds to writers and to further the implementation of the WGAW's foreign levies program, the public section of the WGAW's website (currently, www.wga.org) will contain the following content, which shall be published and maintained after the Effective Date and periodically updated, all as follows:

- i. the WGAW will report on the status of collection of Foreign Levy Funds and operation of the foreign levies program, including the status of any particular issues that may arise which may impact the payment or collection of Foreign Levy Funds. This report shall be updated on an annual basis. Each such report shall be maintained on the WGAW's website for at least a two (2) year period after it is issued;
- ii. a description and explanation of the genesis, nature and operation of the foreign levies program, the sources of Foreign Levy Funds, and the procedure for a writer or other appropriate person (e.g., a writer's lawful heir) to submit a claim to the WGAW for the payment of Foreign Levy Funds. This content will be reviewed, and if necessary, updated by the WGAW on an annual basis and shall be continuously maintained on the WGAW's website;
- iii. a list of all titles the WGAW is aware of for which Foreign Levy Funds have been collected but for which a writer (or writers) has not been identified. Such listing(s) will be reviewed, and if necessary, updated by the WGAW on an annual basis and continuously maintained on the WGAW's website;

- iv. a list of the names of all writers who may be eligible for payment of Foreign Levy Funds but who have not been paid because the WGAW cannot locate them or their lawful heirs. Such listing(s) will be reviewed, and if necessary, updated by the WGAW on an annual basis and shall be continuously maintained on the WGAW's website;
- v. an online mechanism for writers to register titles of works for which payment of Foreign Levy Funds may become due.

c. In addition to registration via its website, the WGAW will create a registration alternative, other than online registration, for writers to register titles of works for which payment of Foreign Levy Funds may become due.

d. For all publication and website content called for under this Paragraph 6, the WGAW shall assign and provide, via its website, the names and contact information of the person or persons it assigns as contact persons for writers in connection with the WGAW's foreign levies program and the payment of Foreign Levy Funds to writers. This information shall be continuously maintained on the WGAW's website.

7. Payment of Foreign Levy Funds in WGAW's Possession as of the Effective Date.

a. The WGAW will use its best efforts to pay all Foreign Levy Funds in its possession as of the Effective Date to the proper recipients within three (3) years of the Effective Date (as defined below). Plaintiffs acknowledge that some of these Foreign Levy Funds will not be able to be distributed.

b. Plaintiffs and WGAW shall discuss in good faith and shall establish the circumstances and facts under which Foreign Levy Funds in the possession of the WGAW shall be deemed incapable of distribution, such as the passage of a certain amount of time or the poor quality of information provided by the collection society. If the parties cannot reach agreement on this, the matter shall be submitted to mediation pursuant to Paragraph 16.a. of this Settlement Agreement.

c. Plaintiffs and WGAW shall discuss in good faith and shall establish what shall be done with Foreign Levy Funds in the possession of the WGAW that have been determined to be incapable of distribution, including whether such Foreign Levy Funds may be used to provide enhanced payments to writers whose payments of Foreign Levy Funds were previously delayed. If the parties cannot reach agreement on this, the matter shall be submitted to mediation pursuant to Paragraph 16.a. of this Settlement Agreement.

d. With respect to those funds which are determined to be incapable of distribution and which are attributable to works not written under any WGAW collective

bargaining agreement, such funds shall be distributed as follows:

- i. Where the person entitled to the funds has been identified but cannot be located, the funds shall be disposed of pursuant to the provisions of the California Unclaimed Property Law, Code. Civ. Proc. §§ 1500-1582.
- ii. Where the person entitled to the funds cannot be identified, the funds shall be paid to a nonprofit charitable organization that meets the requirements of Code of Civil Procedure § 384(b), the identity of which will be subject to the approval of the Court.

8. Payment for Administrative Costs of the WGAW's Foreign Levies Program.

a. The cost of administering the WGAW's foreign levies program, including the cost of annual reviews, consultants, notices, and publicity called for by this Settlement Agreement, shall be paid for from interest earned on collected Foreign Levy Funds and from an administrative fee charged by the WGAW to writers who receive payments of Foreign Levy Funds.

b. The administrative fee called for under this Paragraph 8 may not exceed ten percent (10%) of the Foreign Levy Funds paid to writers.

c. The amount of the administrative fee called for under this Paragraph 8 shall be reasonable and any administrative fees collected in excess of the costs of administration will carry over to offset future costs of the foreign levies program. The reasonableness of the administrative fee shall be judged by fees charged for similar services by other organizations, such as the Independent Film & Television Alliance, Canadian Screenwriters Collection Society, Directors Rights Collective of Canada, and the Directors and Producers' Rights Society of Great Britain ("DPRS"), ASCAP, and BMI. The amount of the administrative fee shall be reviewed annually in conjunction with the WGAW's regular audit. Any adjustment in the fee shall be subject to review by the Court.

9. Joint Press Release.

The parties shall issue a joint press release in the form of Exhibit "3" hereto.

10. No Obligation to Collect.

Nothing herein shall be construed to obligate WGAW to continue to receive and distribute foreign levies, from any jurisdiction or collecting society. WGAW may elect at any time not to receive, retain, and distribute foreign levies from some or all jurisdictions and collection societies, and may so instruct or agree with any foreign collection society. Provided, however, that to the extent WGAW does receive and retain foreign levies, it shall handle such foreign levies as set forth in this agreement. In the event WGAW elects at any time not to receive, retain, and distribute foreign levies from any foreign country, it will provide notice to

that effect by means of a posting on the WGAW website, a single advertisement in *Daily Variety* and *The Hollywood Reporter*, and a letter to each writer to whom it previously actually paid foreign levies.

11. Released Claims.

As of the Effective Date, and excepting the ongoing and future obligations and duties called for under this Settlement Agreement, Plaintiffs and the members of the Settlement Class, on behalf of themselves, their heirs, and their past, present and future spouses, agents, attorneys, trusts, beneficiaries, devisees, legatees, predecessors- and successors-in-interest and assigns (all collectively referred to as "Releasers"), hereby release, discharge and dismiss WGAW, including each of its predecessor and successor firms, affiliated companies, current and former parents and subsidiaries, and all of their respective shareholders, directors, officers, employees, agents, attorneys, insurers and assigns (all collectively referred to as the "Releasees") of and from any and all "Released Claims." As defined herein, the term "Releasees" shall not including any foreign collection society, studio, producer, production company or any other entity that employs television and motion picture writers. "Released Claims" shall mean any and all claims for relief, causes of action, suits, rights of action, or demands, at law or in equity, whether sounding in contract, tort or equity, including, without limitation, claims for equitable or injunctive relief, damages, indemnity, contribution, or for costs, expenses and attorneys' fees, which Releasers now or at any past or present time have, own or hold against the Releasees based upon and/or arising out of the facts and circumstances alleged in the Action.

12. Class Certification and Court Approval of Settlement.

a. This Settlement Agreement is conditioned on the Court certifying the Settlement Class described in Paragraph 1 hereof and approving all of the terms of settlement stated in this Settlement Agreement. The conditions set forth in this Paragraph shall be deemed satisfied upon the "Effective Date," which is defined as the expiration of (a) the time for any person to appeal the Judgment giving final approval to the class settlement reflected in this Settlement Agreement; or (b) if timely appeal of the Judgment is taken, upon issuance of the remittitur, or upon dismissal or other termination of the appellate proceedings that affirms the Court's certification of the Settlement Class and approval of all of the terms of settlement stated in this Settlement Agreement. Plaintiffs shall not hereafter object to the settlement and shall not appeal the Judgment.

b. Class Certification and Preliminary Approval Order. The Plaintiffs, as representatives of the Settlement Class, shall file a motion with the Court requesting certification of the Settlement Class described in Paragraph 1 hereof and a preliminary approval order providing for:

- i. a finding that mailing of a class notice to the members of the Settlement Class at the last known address to the extent such information is available to WGAW through its records in the form

attached hereto as Exhibit "1" (mail) and Exhibit "2" (publication) are the only notices required of the settlement to members of the Settlement Class and that such notice satisfies the requirements of due process and applicable state law;

- ii. a finding preliminarily that the terms of settlement set forth in this Settlement Agreement are fair, reasonable and adequate to the Settlement Class; and
- iii. the setting of schedules for mailing and publication of notice to the Settlement Class, Right to Object, Hearing on Fairness and Final Approval of Settlement, and Hearing on Attorneys' Fees and Costs.

The WGAW shall approve the form and content of the class certification and preliminary approval order, after which it shall not oppose this motion and shall file a joinder requesting that the Court grant the motion in all its particulars.

c. Notice of Preliminary Approval Order and Final Fairness Hearing. If the Court certifies the Settlement Class and enters the preliminary approval order described in Paragraph 12.b. above:

- i. within twenty (20) days of the entry of such Order, the Administrator (as defined below in Paragraph 14) shall cause to be delivered by First Class U.S. Mail the Notice approved by the Court and attached hereto as Exhibit "1" to each member of the Settlement Class at his or her last known address to the extent such information is available to WGAW through its records;
- ii. as soon as practicable, the Administrator (as defined below in Paragraph 14) shall cause publication of the Notice approved by the Court and attached hereto as Exhibit "2" in the publications and at the frequency approved by the Court in the Preliminary Approval Order.

d. Final Approval/Fairness Hearing/Judgment. The final approval hearing shall be on March 9, 2009, or at such later time as the Court may order. If the Court orders final approval of the settlement of the Action as outlined in this Settlement Agreement, then at the same final approval hearing the Settling Parties shall immediately request the Court for a final judgment. The judgment shall:

- i. find that the previously given notices to the Settlement Class satisfy the requirements of due process and the requirements of applicable state law;

- ii. find that the terms of the settlement set forth in this Settlement Agreement are fair, reasonable and adequate to the Settlement Class under applicable state law;
- iii. find that each member of the Settlement Class shall be bound by this Settlement Agreement, including the release set forth at Paragraph 11 hereof, and conclude that the settlement provided in this Settlement Agreement should be and is approved;
- iv. enter judgment;
- v. retain jurisdiction over all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Settlement Agreement;
- vi. as further discussed in and in accordance with Paragraph 15 hereof, determine reasonable legal fees and costs for counsel for Plaintiffs and the Settlement Class in the Action;
- vii. provide for enhanced compensation to each Plaintiff for the time and expense each Plaintiff has incurred and will incur in serving as representative for the Settlement Class herein, with such enhanced compensation to be paid by WGAW, as follows: WGAW has agreed not to contest Plaintiffs' requests for enhancement of \$10,000.00 for Mr. Richert (with the understanding that Plaintiffs may request an enhancement of up to \$20,000.00), \$3,500.00 for Ms. Jamison, 3,500.00 for Ms. Feil, which shall be paid from the balance of residual settlement funds prior to cy pres distribution; and
- viii. enter such other and further orders as the Court deems necessary and appropriate to carry out the agreements of the Settling Parties expressed in this Settlement Agreement.

e. If more than ten percent (10%) of the putative members of the Settlement Class properly and timely opt-out of the settlement provided in this Settlement Agreement, then the WGAW, at its sole discretion, may void such settlement and this Settlement Agreement. WGAW shall have the burden of establishing that ten percent (10%) of the putative members of the Settlement Class, in fact, properly and timely opted-out of the settlement stated in this Settlement Agreement. If Plaintiffs and the WGAW disagree in this regard, then either party may file a motion for determination by the Court.

13. **Judgment.** The Settling Parties shall submit a proposed Judgment in the form attached as Exhibit "4" and the Court shall retain jurisdiction to enforce the terms of this Settlement Agreement pursuant to California Rules of Court, Rule 1859(h).

14. **The Administrator.** The coordination and giving of notices in accordance with the terms of this Settlement Agreement and ultimate orders of the Court will be administered by a third party administrator. The third party administrator shall also receive and track the number of persons properly opting-out of the settlement stated in this Settlement Agreement. The Settling Parties agree that the third party administrator shall be CPT The Garden City Group, Inc. WGAW shall be responsible for the third party administrator's fees and costs.

15. **Attorneys' Fees and Costs.**

a. The allowance, disallowance, or modification by the Court of the application by plaintiffs' counsel for an award of attorneys' fees and costs are not part of this Settlement Agreement and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement. Should the Court preliminarily approve the settlement, Plaintiffs' counsel shall submit a request for attorneys' fees and reimbursement of expenses and costs, along with a request for class representative enhancements, with the parties' application for final approval. WGAW has agreed not to contest the reasonableness of this request to the extent the total amount for fees and costs is no less than \$500,000.00 and does not exceed 1,750,000.00, including any multiplier. Any award in excess of \$500,000.00 shall first be paid from the balance of undistributable funds prior to cy pres distribution; to the extent the balance of undistributable funds does not fully satisfy payment of the award, WGAW shall remain responsible for payment of the remainder amount of the award. Plaintiffs' counsel may further apply for additional reasonable attorneys' fees incurred to the extent necessary to prevail on any appeal filed by a third party on an issue other than attorneys' fees, with such fees to be recovered against the third party, not the WGAW. Any award of attorneys' fees to plaintiffs' counsel in connection with this Settlement Agreement shall be the sole award payable to plaintiffs' counsel in connection with (i) the subject matter, allegations, and causes of action asserted in this Action, (ii) any foreign levies distributed by WGAW or deposited/remitted to any governmental authority at any time, and (iii) any claim under Section 1021.5 of the *California Code of Civil Procedure*, and all undersigned counsel for plaintiffs agree that they shall be barred from seeking any fee recovery in connection with the foregoing.

b. Any order or proceedings relating to the application by Plaintiffs' counsel for an award of attorneys' fees and costs, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Settlement Agreement, or affect or delay the finality of the judgment approving the Settlement Agreement and the settlement of this action, as set forth herein.

16. **Mediation.** Any mediation called for under this Settlement Agreement shall be before Joel M. Grossman, Esq. Mr. Grossman was the mediator during the previous mediation sessions between the Settling Parties. Mr. Grossman's current business address and telephone are: ADR Services, Inc., 1900 Avenue of the Stars, Suite 250, Los Angeles, CA 90067-4304; (323) 933-1916. In the event that mediation is unsuccessful, any unresolved dispute shall be

submitted to the Court.

17. **No Admission.** This Settlement Agreement is entered into for purposes of settlement and compromise only. Neither this Settlement Agreement nor anything contained herein, nor any act or thing done in connection herewith, is intended to be nor shall be construed or deemed to be an admission by any party to this Settlement Agreement of any liability, fault or wrongdoing, or an admission by any such party of any fact, allegation or claim whatsoever.

18. **Integrated Agreement.** This Settlement Agreement constitutes and contains the entire agreement and understanding between Plaintiffs and WGAW and supersedes and replaces all prior statements, representations, negotiations and agreements, proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is an integrated document. This Settlement Agreement may only be modified by a writing approved and executed by all parties and their counsel.

19. **Independent Legal Advice and Authority.** Each of the Settling Parties has received independent legal advice from his, her or its counsel regarding the meaning and legal effect of this Settlement Agreement, the advisability of making the agreements provided for herein, and the execution of this Settlement Agreement, and fully understand the same. The Settling Parties executing this Settlement Agreement have the full right and authority to enter into this Settlement Agreement on behalf of himself, herself, or itself, or any person or entity on behalf of whom it enters into this Settlement Agreement in a representative capacity, to bind fully such person or entity to the terms and obligations of this Settlement Agreement. The Settling Parties executing this Settlement Agreement have full power to enter into this Settlement Agreement and have not heretofore assigned, transferred or encumbered, or purported to assign, transfer or encumber, voluntarily or involuntarily, to any person or entity, all or any portion of the obligations or rights which are the subject of this Settlement Agreement.

20. **No Reliance On Representations By Other Settling Parties.** In making their decision to enter into this Settlement Agreement, none of the Settling Parties are relying on any representation, express or implied, of any kind by any other Settling Party, or any representative of any Settling Party, and all Settling Parties have read the contents hereof, have been fully advised by counsel as to the consequences thereof, and have signed the same as a free act.

21. **Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument. Photographic or facsimile copies of signed counterparts may be used in lieu of originals for any purpose and shall have the same force and effect as an original ink signature.

22. **California Law.** This Settlement Agreement shall be interpreted in accordance with the laws of the State of California.

23. **Notices to Counsel.** All notices and communications called for under this Settlement Agreement to Plaintiffs or WGAW, or their respective counsel, shall be addressed as follows:

If to Plaintiffs:

Neville L. Johnson, Esq.
Johnson & Johnson, LLP
439 North Cannon Drive, Suite 200
Beverly Hills, CA 90210
Phone: (310) 975-1080
FAX: (310) 975-1095

and

Paul R. Kiesel, Esq.
Kiesel Boucher Larson LLP
8648 Wilshire Boulevard
Beverly Hills, CA 90211
Phone: (310) 854-4444
FAX: (310) 854-0812

If to WGAW:

Anthony R. Segall, Esq.
Rothner, Segall, Greenstone & Leheny
510 South Marengo Avenue
Pasadena, CA 91101
Phone: (626) 796-7555
FAX: (626) 577-0124

IN WITNESS WHEREOF, the Settling Parties have caused this Settlement Agreement to be executed by each Plaintiff, WGAW and their respective duly authorized attorneys:

CLASS REPRESENTATIVES AND COUNSEL FOR THE PLAINTIFF CLASS

Dated: 11 MAY, ²⁰¹⁰~~2009~~

By



William Richert
Class Representative

Dated: _____, 2009

By

Maude Retchin Feil
Class Representative

Dated: _____, 2009

By

Ann Jamison
Class Representative

Dated: _____, 2009

JOHNSON & JOHNSON LLP
KIESEL, BOUCHER & LARSON, LLP

By

Neville L. Johnson
Attorneys for Plaintiffs and Plaintiff Class

IN WITNESS WHEREOF, the Settling Parties have caused this Settlement Agreement to be executed by each Plaintiff, WGAW and their respective duly authorized attorneys:

CLASS REPRESENTATIVES AND COUNSEL FOR THE PLAINTIFF CLASS

Dated: _____, 2009

By _____

William Richert
Class Representative

May 13, 2010
Dated: _____, ~~2009~~

By _____

Maude Retchin Feil
Class Representative

Dated: _____, 2009

By _____

Ann Jamison
Class Representative

May 13, 2010
Dated: _____, ~~2009~~

JOHNSON & JOHNSON LLP
KIESEL, BOUCHER & LARSON, LLP

By _____

Neville L. Johnson
Attorneys for Plaintiffs and Plaintiff Class

IN WITNESS WHEREOF, the Settling Parties have caused this Settlement Agreement to be executed by each Plaintiff, WGAW and their respective duly authorized attorneys:

CLASS REPRESENTATIVES AND COUNSEL FOR THE PLAINTIFF CLASS

Dated: _____, 2009

By

William Richert
Class Representative

Dated: _____, 2009

By

Maude Retchin Feil
Class Representative

Dated: *May 13 2009 - 2010*

By

Ann Jamison

Ann Jamison
Class Representative

Dated: _____, 2009

By

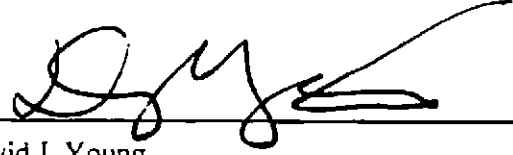
JOHNSON & JOHNSON LLP
KIESEL, BOUCHER & LARSON, LLP

Neville L. Johnson
Attorneys for Plaintiffs and Plaintiff Class

DEFENDANT WRITERS GUILD OF AMERICA WEST, INC. AND COUNSEL
FOR DEFENDANT

Dated: 5/12, 20~~09~~¹⁰

By

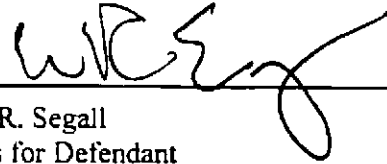


David J. Young
Executive Director

Dated: 5/12, 20~~09~~¹⁰

ANTHONY R. SEGALL
ROTHNER, SEGALL, GREENSTONE &
LEHENY

By



Anthony R. Segall
Attorneys for Defendant

EXHIBIT B

No. Mailing List

No.	Mailing List	Deceased	Category	Status	Last	First
1	Australia and NZ In Declaration	N	CR	A	Boyens	Philippa
2	Australia and NZ In Declaration	N	NM	A	Bradley	Dale G
3	Australia and NZ In Declaration	Y	EM	D	Caswell	Robert
4	Australia and NZ In Declaration	N	CR	A	Collee	John
5	Australia and NZ In Declaration	N	NM	A	Dulgan	Virginia
6	Australia and NZ In Declaration	N	EM	A	Edgeworth	Patrick
7	Australia and NZ In Declaration	N	NM	A	George	Matthew
8	Australia and NZ In Declaration	N	NM	A	Hogan	Brett
9	Australia and NZ In Declaration	N	CR	A	Jackson	Peter
10	Australia and NZ In Declaration	N	PC	A	Jones	Laura
11	Australia and NZ In Declaration	N	NM	A	Kinloch	Peter
12	Australia and NZ In Declaration	N	NM	A	Koch	Christopher
13	Australia and NZ In Declaration	N	NM	A	Lamprell	Mark
14	Australia and NZ In Declaration	N	CR	A	Luhrmann	Baz
15	Australia and NZ In Declaration	N	EM	I	Masters	Sue
16	Australia and NZ In Declaration	N	NM	A	McAloon	Grant
17	Australia and NZ In Declaration	N	NM	A	McGennan	Michael
18	Australia and NZ In Declaration	N	DA	T	Miller	George
19	Australia and NZ In Declaration	N	EM	A	Monjo	Justin
20	Australia and NZ In Declaration	N	NM	A	Manton	Vincent
21	Australia and NZ In Declaration	N	NM	A	Morphett	Tony
22	Australia and NZ In Declaration	N	NM	A	Morris	Judy
23	Australia and NZ In Declaration	N	NM	A	Noonan	Christopher
24	Australia and NZ In Declaration	N	PC	A	Nowra	Louis
25	Australia and NZ In Declaration	N	NM	A	Pate	Michael
26	Australia and NZ In Declaration	N	CR	A	Pearce	Craig
27	Australia and NZ In Declaration	Y	NM	D	Phillips	David
28	Australia and NZ In Declaration	N	CR	A	Proyas	Alex
29	Australia and NZ In Declaration	N	EM	A	Sinclair	Stephen
30	Australia and NZ In Declaration	N	NM	A	Southam	Rebecca
31	Australia and NZ In Declaration	N	NM	A	Southam	Kyle
32	Australia and NZ In Declaration	N	CR	A	Walsh	Frances
33	Australia and NZ In Declaration	N	NM	A	Warner	David
34	Australia and NZ In Declaration	N	EM	A	Williamson	David

No. Mailing List	Deceased	Category	Status	Last	First
1 Australia and NZ Not in Declaration due to Address without Country	N	NM	A	Beresford	Bruce
2 Australia and NZ Not in Declaration due to Address without Country	N	NM	A	Campion	Jane
3 Australia and NZ Not in Declaration due to Address without Country	N	NM	A	Fleury	Clive
4 Australia and NZ Not in Declaration due to Address without Country	N	NM	A	Gudgeon	Mac
5 Australia and NZ Not in Declaration due to Address without Country	N	NM	A	Hardy	Jonathan
6 Australia and NZ Not in Declaration due to Address without Country	N	EM	A	Janzen	Naomi
7 Australia and NZ Not in Declaration due to Address without Country	N	CR	A	Rymer	Michael
8 Australia and NZ Not in Declaration due to Address without Country	N	PC	A	Sardl	Jan
9 Australia and NZ Not in Declaration due to Address without Country	N	CR	A	Schepisi	Fred
10 Australia and NZ Not in Declaration due to Address without Country	N	NM	A	Weir	Peter
11 Australia and NZ Not in Declaration due to Address without Country	N	NM	A	Worland	Steve
12 Australia and NZ Not in Declaration due to Address without Country	N	NM	A	Yeldham	Peter
1 Non Australia and NZ Claimed by AWCS in Mailing List	N	NM	A	Sisson	Rosemary Anne
2 Non Australia and NZ Claimed by AWCS in Mailing List	N	CR	A	Moorhouse	Jocelyn
3 Non Australia and NZ Claimed by AWCS in Mailing List	N	NM	A	Collins	Max Allen
4 Non Australia and NZ Claimed by AWCS in Mailing List	N	CR	A	De Souza	Steven
5 Non Australia and NZ Claimed by AWCS in Mailing List	N	NM	A	Peck	Jeffrey
6 Non Australia and NZ Claimed by AWCS in Mailing List	N	NM	A	Campion	Anna
7 Non Australia and NZ Claimed by AWCS in Mailing List	N	EM	A	Duigan	John
8 Non Australia and NZ Claimed by AWCS in Mailing List	Y	EM	A	Fisher	Michael
9 Non Australia and NZ Claimed by AWCS in Mailing List	N	CR	I	Hill	John
10 Non Australia and NZ Claimed by AWCS in Mailing List	N	CR	A	Hogan	P J
11 Non Australia and NZ Claimed by AWCS in Mailing List	N	CR	I	Maurer	Michael
12 Non Australia and NZ Claimed by AWCS in Mailing List	Y	CR	D	Moore	Brian
13 Non Australia and NZ Claimed by AWCS in Mailing List		O NM	A	Mora	Phillippe
14 Non Australia and NZ Claimed by AWCS in Mailing List	N	NM	A	Moses	Lynne
15 Non Australia and NZ Claimed by AWCS in Mailing List	N	CR	A	Pratt	Dennis
16 Non Australia and NZ Claimed by AWCS in Mailing List	N	NM	A	Rosenberg	Marc
17 Non Australia and NZ Claimed by AWCS in Mailing List		O NM	A	Sharp	Jan

1 PROOF OF ELECTRONIC SERVICE

2 I, Julissa E. Salgueiro, declare as follows:

3 1. I am employed in the County of Los Angeles and am an employee at the law
4 firm of Kiesel Boucher Larson LLP , located at 8648 Wilshire Boulevard, Beverly Hills,
5 California 90211-2910.

6 2. I am over the age of 18 and not a party to the within action.

7 3. On June 7, 2010, I served the following documents: **JUDGMENT AND**
8 **ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** via
9 electronic filing in accordance with the terms of the stipulation signed into by all parties in
10 this litigation governing the William Richert, et al. v. Writers Guild of America West, Inc., et
11 al., requiring all documents to be served upon interested parties via LexisNexis File and
12 Serve System.

13 I declare under penalty of perjury under the laws of the State of California that the
14 foregoing is true and correct.

15 Executed this 7th day of June, 2010, at Beverly Hills, California.

16 
17 _____
18 Julissa E. Salgueiro
19
20
21
22
23
24
25
26
27
28