

SETTLEMENT AGREEMENT AND RELEASE

This 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 two Mandatory Settlement Conferences before this Court; 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 12.a. None of the 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 report(s) will be provided only to Plaintiffs' counsel and the WGAW and will not be published.

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.a. of this Settlement Agreement, and, if mediation fails, then by binding arbitration pursuant to Paragraph 16.b. of this Settlement Agreement.

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 in Paragraph 12.a), 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 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 in Paragraph 12.a). 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.

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.

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.

a. As of the Effective Date (as defined in Paragraph 12.a), 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.” “Released Claims” shall mean any and all known and unknown 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 Releasors 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.

b. Plaintiffs and the Settlement Class expressly, knowingly and voluntarily waive any and all rights and/or benefits conferred upon them by Section 1542 of the *California Civil Code*. Section 1542 of the California Civil Code reads in its entirety as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

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 _____, 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 up to \$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, and \$3,500.00 for Ms. Feil, which shall be paid from the balance of undistributable 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 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 and Binding Arbitration.

a. 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.

b. Any binding arbitration called for under this Settlement Agreement shall be before Bernard Gold, Esq. The arbitration shall be conducted pursuant to the Commercial Rules (Complex) of the American Arbitration Association. Mr. Gold's current business address and telephone are: Proskauer Rose LLP, 2049 Century Park East, Suite 3200, Los Angeles, CA 90067; (310) 557-2900. Each party participating in binding arbitration hereunder shall bear its own fees and costs, including attorneys' fees.

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:

Emma Leheny, 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: _____, 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 _____
Paul R. Kiesel
Attorneys for Plaintiffs and Plaintiff Class

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

Dated: _____, 2009

DAVID YOUNG

By _____
EXECUTIVE DIRECTOR

Dated: _____, 2009

ROTHNER, SEGALL, GREENSTONE
& LEHENY

By _____

Emma Leheny
Attorneys for Defendant