

# WHAT THIS PAGE CONTAINS

## QUESTION/INFORMATION

### **Summary**

1. Can you briefly summarize the principal terms of the preliminarily approved settlement?
2. What are my rights and options?

### **Basic Information**

3. Why did I get this notice?
4. What is this lawsuit about?
5. Who is the settling Defendant?
6. What is a class action?
7. Why is the lawsuit a class action?
8. Who are the Plaintiffs?

### **Who is in the Settlement?**

9. What is the Settlement Class in this case?

### **Who are the Lawyers?**

10. Do I have a lawyer in this case?
11. Should I get my own lawyer?
12. Who represents the settling Defendant in this case?
13. What if I still have questions?

### **What are The Claims in the Lawsuit?**

14. What do the Plaintiffs complain about in the lawsuit?
15. How does Defendant respond to these claims?
16. Has the Court decided who is right?

### **What Benefits are Available to Settlement Class Members?**

17. How much money will be paid under the Settlement?
18. Why isn't Defendant required to pay money?
19. What future rights does the Settlement create?
20. How much will Class Counsel be paid?

### **What Will I Give Up if I Remain a Settlement Class Member?**

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

### **How Do I Exclude Myself from the Settlement?**

22. What are the effects of excluding myself from the Settlement?
23. How may I exclude myself?

### **How May I Comment on or Object to the Settlement?**

24. How may I comment in favor of or against the Settlement?
25. What is the difference between objecting and excluding?

### **May I Participate in the Final Approval Hearing?**

26. When will the final approval hearing be held?
27. What must I do to speak at the hearing?
28. What is the relationship of the Settlement to other lawsuits?
29. What happens if the Settlement is not approved or is otherwise terminated?

## SUMMARY

### 1. Can you briefly summarize the principal terms of the preliminarily approved settlement?

The defendant, the Irv Schechter Company (the “Defendant”), virtually ceased operations shortly after the lawsuit was filed. Class Counsel became convinced that there was no money available from which to pay a judgment. Accordingly, defendant has no obligation to pay any money under the settlement. But if Irv Schechter resumes substantial operations as a talent agent, the Consent Decree mandates several practices that will make his agency a model for other talent agencies in how not to discriminate on the basis of age.

### 2. What are my rights and options?

#### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

<b>EXCLUDE YOURSELF BY AUGUST 3, 2010</b>	Get no benefit from the settlement. This is the only option that allows you to separately sue the Defendant about alleged age discrimination that occurred prior to January 22, 2010.
<b>COMMENT OR OBJECT BY AUGUST 28, 2010</b>	Write to the Court about whether you like the settlement. This option is not open to persons who exclude themselves, as described above.
<b>SPEAK AT A HEARING ON SEPTEMBER 17, 2010</b>	Ask by August 28, 2010 to speak in Court about the fairness of the settlement. This option is not available to persons who exclude themselves.
<b>DO NOTHING</b>	Get no benefit from the settlement, but give up any right you may have to sue Defendant about alleged age discrimination that occurred prior to January 22, 2010.

## BASIC INFORMATION

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

This notice explains that the Court has preliminarily approved a class action settlement in a case against the Irv Schechter Company filed on behalf of television writers age 40 or older. If you are a member of the Settlement Class (described in the response to Question 9, below), you have legal rights and options that you may exercise before the Court decides whether to finally approve the Settlement. Those legal rights and options are explained in detail in this notice.

### 4. What is this lawsuit about?

This lawsuit, like 22 other cases filed against television networks, production studios, and talent agencies, alleges age discrimination against television writers age 40 or over.

### 5. Who is the settling Defendant?

The settling Defendant is the Irv Schechter Company, which virtually ceased operations several years ago not long after this lawsuit was filed

**6. What is a class action?**

In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims. The "Class Representatives" are also called "Plaintiffs." The Class Representatives and the people who have similar claims are called the "Class," or where, as here, the Classes are approved solely for purposes of settlement, the "Settlement Class." Each member of the Settlement Class is called a "Settlement Class Member." One Court resolves the issues for everyone in the Settlement Class, except for those people who choose to exclude themselves from the Settlement Class.

**7. Why is this lawsuit a class action?**

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

**8. Who are the Plaintiffs?**

There are about 140 Plaintiffs in the case. All of them are current or former members of the Writers Guild of America. A list of the Plaintiffs is available by calling 1-877-518-7090.

## WHO IS IN THE SETTLEMENT?

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

**9. What is the Settlement Class in this case?**

The Settlement creates a Settlement Class defined as "All members of the Writers Guild of America who at any time since October 22, 1997 were at least age 40."

The Settlement covers age discrimination claims arising between October 22, 1997 and January 22, 2010 (the "Class Period").

## WHO ARE THE LAWYERS?

**10. Do I have a lawyer in this case?**

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

**11. Should I get my own lawyer?**

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

**12. Who represents the Defendant in this case?**

The Irv Schechter Company is represented by Howard M. Knee of Blank Rome LLP of Los Angeles.

**13. What if I still have questions?**

Get free help by calling Class Counsel at the phone numbers or addresses on this website. You will not be charged a fee or any other cost to speak with them. Communications with Class Counsel are confidential and privileged. You may also contact your own lawyer, at your own expense, for any assistance that you may require. **Please do not contact the Court.**

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

**14. What do the Plaintiffs complain about in the lawsuit?**

In the lawsuit, Plaintiffs contend that Irv Schechter Company engaged in a pattern or practice of age discrimination against writers age 40 or older in making representation decisions. In addition, Plaintiffs allege that the agency adopted practices that, while neutral on their face, have the effect of unintentionally discriminating against Settlement Class Members.

**15. How does Defendant respond to these claims?**

Irv Schechter Company denies that it discriminated against anyone. It contends that opportunities for representation were based on the merits of the writer's qualifications and were equally available to older and younger writers. Irv Schechter Company also denies that any of its practices had the effect of unintentionally discriminating against Settlement Class Members. It finally denies that these claims could ever be prosecuted on a class basis.

**16. Has the Court decided who is right?**

The Court has not decided whether the Irv Schechter Company engaged in the claimed age discrimination, or if so, the amount of damages to which the class as a whole or any Settlement Class Member would be entitled. Plaintiffs and Defendant each believe that they would win if the Settlement is not approved and the case proceeds to trial. But under the Settlement, there will be no trial. A settlement avoids further risks and costs of litigation, including trial, which is especially important because the agency has virtually ceased operation. The parties have decided to settle on a class basis because a class settlement allows all matters to be resolved simultaneously for all Settlement Class Members.

## WHAT BENEFITS ARE AVAILABLE TO SETTLEMENT CLASS MEMBERS?

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

None.

### 18. Why isn't Defendant required to pay money?

During the summer of 2006, the parties began settlement negotiations. As part of these negotiations, Schechter provided plaintiffs' counsel with profit and loss statements and tax returns dating back to 1998. These documents showed that Schechter had, in fact, begun shutting down its operations by 2000, that the company ceased representing all but a few clients by 2002, and that Irv Schechter had not performed work or taken money out of the company since some time in 1999, at which time he began receiving Social Security benefits.

Based on this information, Class Counsel concluded that there was no money left in the company and that this case presented the unusual circumstance where the defendant effectively ceased its business operations at approximately the same time that plaintiffs initiated their claims. As a result, any monetary damages claims would be severely limited due to the few months of operations that would be at issue in the litigation. Furthermore, plaintiffs' ability to collect on any potential monetary award was highly precarious.

### 19. What future rights does the settlement create?

The Consent Decree provided for injunctive relief should Irv Schechter get back into the business of representing writers in Hollywood 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 representation of writers, including:

- Schechter will respond in writing within 30 days to each request for representation from a writer seeking television writing opportunities, whether the request is via letter, e-mail or verbal. The response shall inform the prospective client of the company's decision to accept the writer as a client, defer the decision on representation, or reject the request for representation.
- On a semi-annual basis, Schechter will inform its writer clients in writing of every television writing opportunity for which they were referred, either formally or informally, including the name of the prospective employer and/or purchaser, the identity and title of the person contacted, the date of the contact, and any responses to the contact, if any.
- Schechter will not use in any of its communications with potential employers of television writers or purchasers of television writing services and products any words intended to identify the age of any applicant or candidate for television writing opportunities, such as "fresh," "young," "recent grad," "freshman," "coed."
- If an employer of television writers or purchaser of television writing services or products requests that Schechter discriminate against, classify, or identify prospective writing candidates on the basis of age, Schechter will inform the prospective employer or purchaser in writing that both it and Schechter are prohibited under state and federal law from discriminating against candidates on any protected basis, including age, and that Schechter will not discriminate against candidates on any protected basis.
- Schechter will use good faith efforts to
  - represent television writers ages 40 and older,
  - obtain pitch meetings for television writers ages 40 and older
  - obtain staff television writing positions for writers age 40 and older, and

- obtain appropriate freelance or other television writing opportunities for and/or sales of television scripts from writers age 40 and older all at increasing rates over the course of the five-year Consent Decree as set forth in a grid in the Consent Decree.

For a complete description of all of the injunctive terms, see the Consent Decree.

**20. How much will Class Counsel be paid?**

Nothing. Class Counsel will not receive any fees or reimbursement of any expenses incurred in connection with this case.

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

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

If you remain a Settlement Class Member, you will release Schechter, and its officers, managers, agents, employees, attorneys, successors and assigns, from any and all individual and/or class-wide claims, including but not limited to claims for attorneys' fees or expenses, which arise out of any conduct through the Preliminary Approval Date allegedly constituting age discrimination whether under the ADEA or FEHA or any other law prohibiting such conduct, including the Unruh Act and the UCL.

You will not release those rights if you do not remain a Settlement Class Member. You are advised to consult with Class Counsel (contact information below) or another attorney of your own choosing before deciding whether to remain in or exclude yourself from the Settlement. The postmark deadline to request exclusion is **August 3, 2010**.

## **HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

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

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

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

To validly exclude yourself, you must send a letter to the lawyers for the parties at the following addresses:

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

Howard Knee, Esq.  
Blank Rome LLP  
1925 Century Park East  
19th Floor  
Los Angeles, California 90067

Your request for exclusion must be signed by you personally, and it **must** clearly state: (1) your name, address, telephone number, and email address (if any), and (2) your wish to be excluded from the Settlement. **The postmark deadline to request exclusion is August 3, 2010.** The lawyers will provide copies to the Court. It is recommended that you send your exclusion request by certified mail to both addresses and that you keep a copy.

