

1                                   **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
2                                   **FOR THE COUNTY OF LOS ANGELES**  
3                                   **CENTRAL CIVIL WEST**

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5                   **IN RE: TV WRITERS CASES**  
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7                   **THIS DOCUMENT RELATES TO:**

8                   *Edwards, et al. v. International Creative Management, Inc., BC 268846*

9                   *Mintz, et al. v. Broder Kurland Webb Agency, Inc., BC 268850*  
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11                                   **RELEASE AND INDEMNIFICATION AGREEMENT**

12                   In consideration of the Court’s entry of the Consent Decree (“Consent Decree”) in  
13 *Edwards, et al. v. International Creative Management, Inc.*, Case No. BC 268 846 and *Mintz, et*  
14 *al. v. Broder Kurland Webb Agency, Inc.*, Case No. BC 268 850 (the “Litigation”), I hereby  
15 agree to be bound by the terms of this Release and Indemnification Agreement (the  
“Agreement”), as follows:

16 **I.       DEFINITIONS**

17                   Unless otherwise specified in this Agreement, the terms used herein shall have the same  
18 meanings as those set forth in the Consent Decree.

19 **II.      RELEASE OF CLAIMS**

20                   I hereby waive, release and discharge International Creative Management, Inc. (“ICM”),  
21 Broder Kurland Webb Agency, Inc. (“BKW”), and all Released Persons from any and all  
22 Released Claims that I have asserted or could have asserted against ICM, BKW, and all Released  
23 Persons at any time up to and including the date of Final Approval, including but not limited to  
24 all claims of any kind challenging representation or referral acts or omissions, penalties, interest,  
25 attorneys’ fees, and costs, based on any legal or equitable theory, whether based on contract,  
26 common law, statute, federal law, state law, or otherwise, whether known or unknown, whether  
27 suspected or unanticipated, excepting only those claims that cannot be waived or released as a  
matter of law such as certain claims for vested benefits. By way of example and not limitation, I  
28 waive and release all claims for age discrimination, whether under the federal Age  
Discrimination in Employment Act or the California Fair Employment and Housing Act or any  
other law possibly prohibiting such conduct including the California Unruh Act and the Unfair  
Competition Law.

                  I also waive all rights and benefits afforded by Section 1542 of the Civil Code of the  
State of California, and do so understanding the significance of that waiver. Section 1542  
provides: “A general release does not extend to claims which the creditor does not know or

1 suspect to exist in his or her favor at the time of executing the release, which if known by him or  
2 her must have materially affected his or her settlement with the debtor.”

3 In addition, I agree and promise not to re-allege, re-assert, re-plead or seek to introduce as  
4 evidence in any future hearing or trial against any Released Person, whether by way of a  
5 background allegation or otherwise, any fact or allegation, whether known or unknown, alleged  
6 to have occurred prior to the date of this Agreement.

### 7 **III. INDEMNIFICATION**

8 I understand that I am fully and ultimately responsible for payment of any and all federal,  
9 state or local taxes resulting from or attributable to the distributions that I receive. Accordingly,  
10 I agree to indemnify and hold harmless the Released Persons, Class Counsel, the Depository  
11 Bank, the Trustees and Claims and/or Settlement Administrators from any tax liability, including  
12 penalties and interest and costs of any proceedings, related in any way to any of my acts or  
omissions. In the event that a tax liability that arises is not attributable to my acts or omissions, I  
agree to indemnify and hold harmless the Released Persons, Class Counsel, the Depository Bank,  
the Trustees and Claims and/or Settlement Administrators from any tax liability, but not  
penalties and interest, or the costs of any proceedings related to such tax liability, with the  
understanding that such sums will be paid from the Settlement Fund.

### 13 **IV. OTHER AGREEMENTS AND REPRESENTATIONS**

14 A. Confidentiality and Non-Disclosure. I agree not to voluntarily disclose and to  
15 keep the amounts of any and all distributions I receive from the Settlement Fund strictly  
16 confidential to the extent permitted by law, except that I may disclose the same to my attorneys,  
tax advisors and immediately family members.

17 B. Knowing and Voluntary Waiver and Release of Claims. I understand and agree  
18 that:

- 19 1. I am entering into this Agreement knowingly and voluntary;
- 20 2. I understand the terms of this Agreement;
- 21 3. I have been advised to consult with my attorney prior to signing this  
22 Agreement;
- 23 4. I have had at least 21 days to consider this Agreement before signing it;  
and
- 24 5. I have up to seven days to revoke this Agreement after I sign it.

25 C. Entire Agreement and Modifications. This Agreement along with the Consent  
26 Decree represents the entire agreement regarding my release, and it supersedes any and all prior  
27 agreements, understandings or representations concerning its subject matter, whether oral,  
28 written, express or implied. This Agreement may only be modified by a subsequent written  
agreement between me and ICM and BKW.

1 **V. EFFECTIVE DATE OF AGREEMENT**

2 This Agreement shall become effective and enforceable seven days after I have signed it.

3 **AGREED:**

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6 Date \_\_\_\_\_

By: \_\_\_\_\_

[Print Name] \_\_\_\_\_

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