

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

KATOR, PARKS & WEISER, P.L.L.C.,

Suite 1000
1200 18th Street, NW
Washington, DC 20036

Plaintiff,

v.

C.A. No. _____

QUALIFIED SETTLEMENT FUND II,
PAUL SPRENGER AND JANE LANG, IN
THEIR CAPACITIES AS TRUSTEES OF
QUALIFIED SETTLEMENT FUND II,

1614 Twentieth Street, NW
Washington, DC 20009-1001

and

MAIA CAPLAN KATS

6109 32nd Place NW
Washington, DC 20015-2401

Defendants.

COMPLAINT AND PETITION FOR PERMANENT INJUNCTION

Kator, Parks & Weiser, P.L.L.C., hereby presents a complaint and petition for permanent injunction against the Qualified Settlement Fund II established in relation to *In re: TV Writers Cases*, the Trustees of the Qualified Settlement Fund II, and Maia Caplan Kats.

Jurisdiction

1. This Court has jurisdiction over this action under 28 U.S.C. §§ 1332(a), 1651, 2201, and Federal Rules of Civil Procedure 57 and 65. There is complete diversity of citizenship, and the amount in controversy exceeds \$75,000.

Venue

2. Venue properly lies in this Court under 28 U.S.C. § 1391(a). A substantial part of the events giving rise to this suit occurred in this district, and Defendants reside in this district.

Parties

3. Plaintiff Kator, Parks & Weiser, P.L.L.C., is a law firm and a professional limited liability company. The members of Kator, Parks & Weiser, P.L.L.C., reside in the State of Maryland, the Commonwealth of Virginia, and the State of Texas. Kator, Parks & Weiser, P.L.L.C., was one of the law firms that represented the Plaintiffs in *In re: TV Writers Cases*, Case No. BC 268 836 (and related cases), in the Superior Court of the State of California for the County of Los Angeles.

4. Defendant Qualified Settlement Fund II was established in relation to the settlement of *In re: TV Writers Cases*. Pursuant to the terms of the court-approved settlement agreement, and Administrative Order No. 3, Qualified Settlement Fund II is domiciled in the State of New York. Defendants Paul Sprenger and Jane Lang are the Trustees of Qualified Settlement Fund II, and are sued in their capacities as Trustees. Defendants Paul Sprenger and Jane Lang reside in the District of Columbia.

5. Defendant Maia Caplan Kats was from July, 2000 through May 18, 2010, an employee of Kator, Parks & Weiser, P.L.L.C. Ms. Kats resides in the District of Columbia.

Factual Basis of the Complaint

6. Plaintiff Kator, Parks & Weiser, P.L.L.C., (“KPW”) was one of the law firms that represented the Plaintiffs in *In re: TV Writers Cases*, Case No. BC 268 836 (and related cases), in the Superior Court of the State of California for the County of Los Angeles.

7. *In re: TV Writers Cases* involved claims of age discrimination by television writers against numerous companies.

8. Attorneys from KPW were admitted by the Court to represent the Plaintiffs in the case, including Jeremy Wright, David Weiser, and Maia Caplan Kats.

9. Ms. Kats was an attorney employed by KPW from July, 2000, until her resignation on May 18, 2010.

10. At the time of Ms. Kats’ resignation from KPW, the parties in *In re: TV Writers Cases* had reached a settlement with virtually all the defendants in those cases and had submitted this settlement agreement to the Court for approval.

11. The Superior Court of the State of California entered its judgment approving the terms of the settlement on June 9, 2010.

12. Upon the resolution of various appeals, that judgment became final and thereafter the effective date of the settlement was established as January 10, 2011.

13. The Court’s judgment established a Settlement Class, and provided that Plaintiffs’ attorneys be awarded \$23,333,000 in attorney fees.

14. The Court also issued Administrative Orders establishing and regulating the Qualified Settlement Fund II to manage the claims of claimants and the attorney fee award, and named Paul Sprenger and Jane Lang as Trustees.

15. KPW and other law firms representing the Plaintiffs entered into an agreement on November 1, 2001 that provided the means for allocating any attorney fee award among the firms representing the Plaintiffs.

16. This agreement contained an arbitration clause that required the parties to submit to arbitration any dispute, including one concerning the allocation of fees among the parties.

17. The agreement also provided that any such dispute be kept confidential except to the extent necessary to resolve the dispute and further provided that all arbitration proceedings similarly remain confidential.

18. Ms. Kats signed this agreement on behalf of KPW.

19. Ms. Kats did not sign the agreement in her personal capacity and she was not a party to the agreement.

20. At the time she signed that agreement, Ms. Kats was employed by KPW under the terms of an employment agreement.

21. There was a dispute among the law firms as to the allocation of the attorney fee award.

22. In March, 2010, KPW entered into a mediation/arbitration agreement to resolve the fee dispute.

23. This agreement was executed on behalf of KPW by Ms. Kats and by Michael Kator, a managing member of KPW.

24. This mediation/arbitration agreement was not intended to grant any party or signatory any greater rights than he, she or it already had.

25. Rather, the mediation/arbitration agreement was intended to provide a mechanism for determining the extant, competing rights of the parties.

26. After mediation of the fee dispute proved unsuccessful, the law firms initiated an arbitration in July, 2010, before a single arbitrator.

27. On December 13, 2010, the arbitrator issued a decision regarding the allocation of the attorney fee award.

28. The arbitrator determined that the Qualified Settlement Fund II is to provide a specific percentage of the fee award for the work of KPW attorneys, including Ms. Kats.

29. Despite demand therefor, as of the filing of this complaint, no amount from the Qualified Settlement Fund II has been paid to KPW.

30. Other law firms involved in representing the Plaintiffs in *In re: TV Writers Cases* have received payments from the Qualified Settlement Fund II following the arbitration.

31. As of January 11, 2011, the date upon which the Qualified Settlement Fund II Trustees began distributing funds to the participating firms, the amount of the fees to be paid for the work of KPW attorneys exceeded \$75,000.00.

Count One
(Declaratory Judgment)

32. The foregoing paragraphs are realleged and incorporated by reference here.

33. KPW is entitled to a declaratory judgment, finding that: KPW was a party to the relevant agreements; Ms. Kats was an employee of KPW when the relevant documents were executed; Ms. Kats was not an independent party to the relevant agreements; KPW is thus entitled to payment of the entire amount awarded by the arbitrator for the work of KPW and its

attorneys (plus interest accrued thereon); and any claim Ms. Kats may have for any compensation for her work related to *In re: TV Writers Cases* lies against KPW and not the Qualified Settlement Fund II.

Count Two
(Permanent Injunction)

34. The foregoing paragraphs are realleged and incorporated by reference here.

35. KPW is entitled to entry of a permanent injunction requiring that the Qualified Settlement Fund II make payment of the entire amount awarded by the arbitrator for the work of KPW and its attorneys (plus interest accrued thereon) to KPW.

Relief Requested

WHEREFORE, Plaintiff KPW requests that the Court award it:

- 1) A declaratory judgment finding that KPW was a party to the relevant agreements; Ms. Kats was an employee of KPW when the relevant documents were executed; Ms. Kats was not an independent party to the relevant agreements; KPW is thus entitled to payment of the entire amount awarded by the arbitrator for the work of KPW and its attorneys (plus interest accrued thereon); and any claim Ms. Kats may have for any compensation for her work related to *In re: TV Writers Cases* lies against KPW and not the Qualified Settlement Fund II;
- 2) A permanent injunction requiring that the Qualified Settlement Fund II make payment of the entire amount awarded by the arbitrator for the work of KPW and its attorneys (plus interest accrued thereon) to KPW; and
- 3) Such other and further relief as the Court deems just and proper.



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