UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

WRITERS GUILD OF AMERICA, WEST, INC., and WRITERS GUILD OF AMERICA EAST, INC.,

Plaintiffs,

vs.

PARAMOUNT SKYDANCE CORPORATION, and WARNER BROS. DISCOVERY, INC.,

Defendants.

Case No. 3:26-cv-07212-AMO

DECLARATION OF SHAWN P. RYAN IN SUPPORT OF MOTION FOR A PRELIMINARY INJUNCTION

I, **SHAWN P. RYAN**, hereby declare as follows:

1. I am a professional television showrunner, writer, and producer.

2. I have been a member of the Writers Guild of America, West from approximately 1990 through the present.

3. I make this sworn declaration in support of Plaintiffs' Motion for a Preliminary Injunction. I have personal knowledge of the facts set forth in this Declaration and, if necessary, I could and would competently testify to this information.

CAREER

4. I sold my first story for a television show in 1990 and have earned a living as a writer full time since 1995. Over the course of more than thirty years, I have performed writing services on numerous television series. My credited work includes (but is not limited to) *The Shield*, *The Unit*, *Timeless*, *S.W.A.T.*, and *The Night Agent*.

5. Throughout my career, most of my work has been produced by 20th Television or Sony Pictures Television. However, my projects have been distributed and televised by many other entertainment companies, including CBS, ABC, NBC, Amazon, and FX.

6. Since 2003, I have been under overall deals with major studios, including Fox (2003-2010), Sony (2010-2024), and Netflix (2024-present). Under an overall deal, a studio pays a writer a guaranteed salary in exchange for that writer's exclusive services. During the term of the deal, the writer develops new projects through the studio, runs shows produced by the studio, and mentors other writers. An overall deal provides a writer with steady compensation that is guaranteed regardless of whether any particular project is produced. Writers who do not have an overall deal are typically compensated on a weekly or episodic basis, meaning their income generally depends on how many weeks they are employed in a room or the number of episodes that actually go into production and their specific role on the project.

STRUCTURE OF THE ENTERTAINMENT INDUSTRY

7. Previously, studios were much less vertically integrated. For example, my studio partner Sony lacked meaningful television distribution, and Fox's production arm was more separate

from its broadcast and cable networks. As a result, both licensed their shows to third-party platforms and networks. That structural position created negotiating leverage for me. When multiple networks compete to acquire a show, the writer and studio can extract better terms, including terms that make it more likely the show would actually get made and succeed.

8. I saw this dynamic play out firsthand. While at Fox, I was an executive producer on *The Unit*. We had multiple broadcast networks interested in purchasing the show, and Fox was able to leverage these networks' competing interests to improve the terms of the deal it ultimately struck with CBS.

9. As another example, when I was at Sony, I developed a television adaptation of the movie *Beverly Hills Cop*. ABC, CBS, and NBC were all interested, and Sony leveraged that competition to secure terms with CBS that Sony believed would maximize the show's chances of success, including a commitment to produce the pilot and a higher-than-usual license fee, which would conceivably give us a bigger budget to make the show. Although CBS ultimately decided not to air the show, Sony's ability to play competing buyers against one another produced meaningfully better contract terms.

10. Writers benefit from this competitive dynamic. For example, both Netflix and NBC Peacock were initially interested in purchasing *The Night Agent*, which I created while I was still at Sony. NBC offered to make a pilot of the show initially, and I was able to leverage that interest to set hard deadlines for Netflix to decide whether they would pick up the show. NBC's interest increased our leverage to get Netflix to pick up the show because they knew there was another buyer interested if they passed. Unbounded by a traditional release schedule, the streaming platforms can take a very long time to make pickup decisions, and our ability to impose a short deadline really accelerated the process with them, which for a writer who's not under an overall deal is really important. Similarly, while developing Season 2 of *The Night Agent*, my overall deal with Sony was close to expiring, and so I approached both Sony and Netflix seeking a new overall deal. Because both studios had a strong economic interest in retaining me to ensure the show's continued success, I was able to negotiate favorable terms from each. For both seasons of the show, competition worked

in my favor precisely because there were two independent buyers in the market. In this way, writers have better negotiating leverage when there are more viable buyers for their work.

11. However, the television industry has changed significantly since I first began working in 1990. As one example, when I began my career, the financial interest and syndication ("Fin-Syn") rules prevented television studios from owning the networks that distributed the studios' series. So, television shows were produced primarily by a variety of independent studios and then sold to television networks, who were separate entities. Since these rules were repealed in 1995, television studios have combined with the networks that distribute their programs, resulting in a shift towards vertically integrated companies that control both production and distribution.

12. This pattern has dramatically accelerated in more recent years as studios have increasingly combined both production and distribution into vertically integrated conglomerates that now dominate the industry. The result has been a steady erosion of the competitive dynamics I mentioned above, which once gave writers meaningful leverage in their employment terms and in their creative voice. When the studio is separate from the network, the studio is a powerful force with an economic interest in the show that will help the creator fight with the network to support creative elements for the show; a vertically integrated studio-network tends not to.

13. My experience at Sony Pictures Television shows the effects of this harmful trend toward vertical integration. Toward the end of my time at Sony, it was increasingly difficult to get the shows I was pitching sold and produced, especially at the main four broadcast networks. This is because Sony does not have vertically integrated television or major streaming distribution channels that it can use to deliver its series to audiences. Instead, Sony licenses its projects to third-party platforms and networks that distribute its programs in exchange for a fee. Other distributors would previously purchase programs from Sony, such as *S.W.A.T.*, by paying a licensing fee to defray the costs of producing the show. But because the remaining major studios had vertically integrated, combining production with distribution, it became comparatively much more expensive to license a show from Sony than for the studio-distributor to produce it in-house. This had the effect of disadvantaging Sony's writers by making their shows harder to sell, causing fewer to be produced

and leading to earlier cancellations of their shows on the air. By the end of my overall deal at Sony Pictures Television we had been instructed that Sony wouldn't even try to sell dramas to the four broadcast networks, except under very special low-cost circumstances.

14. For example, one of the shows I created while at Sony, *S.W.A.T.*, was distributed by CBS. After eight seasons, CBS decided to cancel the show. Meanwhile, Sony determined that it could no longer command high fees at any of the broadcast networks and decided it would no longer try to sell dramas to any of the broadcast networks (with the exception of some low-budget shows to Fox). This cut off a long running supply of buyers for me. Notwithstanding my successful track record, this dynamic made me worry that I would not be able to continue getting my shows made if I stayed at Sony.

15. In addition to vertical integration, studios have also consolidated horizontally, which also impacts a writer's ability to compete for favorable terms. A writer's negotiating leverage depends on their ability to write shows that capture the interest of multiple buyers—first at the studio stage and then at the network/distributor stage. When two studios merge, a potential buyer of a writer's work is eliminated, making it less likely that multiple studios will be interested in purchasing the show. If only one studio is interested in purchasing the writer's work, the studio does not need to worry about competition from other studios and can purchase the writer's work on less favorable terms, such as lower compensation, fewer guarantees that the project will ultimately come to market, or by offering the writer an episodic contract rather than an overall deal.

16. Consolidation has also enabled studios to shift more of the risk onto artists. Television is a capital-intensive medium, requiring large outlays to pay for camera equipment, lights, sound equipment, and a cast and crew, and the development process often stretches on for years. For example, I started working on *American Hostage* in 2022 when I was still at Sony, and the show is not set to premier until later this year. I was able to endure this lengthy four-year development process because I was able to secure an overall deal.

PROPOSED PARAMOUNT-WARNER BROS. MERGER AND ITS EXPECTED EFFECTS

17. Television writers, including myself, would suffer serious harm if Paramount and Warner Bros. Discovery merge. The merger would reduce the number of independent buyers for writing services, leading to worse deal terms, lower compensation, and fewer creative opportunities.

18. Paramount and Warner Bros. currently compete as buyers of writing services. As separate entities, they have distinct identities and compete against one another for the same writers and pitches. This healthy competition raises writer compensation and enables writers to negotiate more favorable deal terms. By eliminating one potential buyer of writing services, the merger would reduce the competition that drives better outcomes for writers, including for overall deals.

19. Consolidation of two vertically integrated studios like Paramount and Warner Bros. will also increase the risk of self-dealing. While I was under an overall deal with 20th Century Fox, I saw firsthand the self-dealing described in the *Bones* litigation, in which an arbitrator determined that Fox's studio arm had licensed *Bones* to its own network at artificially suppressed prices. I understood that such self-dealing meant the studio could artificially suppress prices thereby reducing my compensation by making my shows appear less profitable, thereby reducing the compensation owed to the writer. The proposed merger would accelerate the industry's trend towards more vertical integration and more consolidation, increasing the studios' incentive to engage in this self-dealing.

20. I saw the benefit of competition when pitching *The Unit*, *The Night Agent*, and *Beverly Hills Cop*. For each show, I was able to negotiate terms that improved the likelihood that the show aired and was successful. Additionally, I was able to leverage the success of *The Unit* and *The Night Agent* into overall deals that provided me a more dependable salary and more creative freedom. I have already seen studios reduce the number of overall deals they offer, and the merger of Paramount and Warner Bros. would further reduce the opportunity for writers like me to secure overall deals.

I, Shawn P. Ryan, declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 17th day of July 2026 in Los Angeles, CA

Shawn P. Ryan

FILER'S ATTESTATION

I, David C. Brownstein, am the ECF User whose ID and password are being used to file this Complaint. In compliance with Civil Local Rule 5-1(i), I hereby attest that concurrence in the filing of this document has been obtained from each of the other signatories.

By: /s/ *David C. Brownstein*
David C. Brownstein