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. 4:26-cv-07212-AMO

DECLARATION OF MICHAEL H. SCHUR IN SUPPORT OF MOTION FOR A PRELIMINARY INJUNCTION

I, **MICHAEL H. SCHUR**, 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 from approximately 1998 through the present, beginning as a member of the Writers Guild of America, East and then as a longstanding member of the Writers Guild of America, West.

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 began my writing career in 1998. Over the course of more than twenty-five years, I have performed writing services on numerous television series. My credited work includes (but is not limited to) well-known shows including *Saturday Night Live*, *The Office*, *Parks & Recreation*, *The Good Place*, and *The Comeback*. I have also performed executive producing services on many television projects including *Hacks*, *Master of None*, and *Abby's*.

5. Throughout my career, most of my work has been produced by Universal Television (previously known as NBC Studios). However, some of my television projects have also been produced or distributed by other entertainment companies, including Netflix, Warner Bros. (via HBO), and Amazon.

6. I currently have an "overall deal" with Universal Television. 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 there. An overall deal provides a writer with steady compensation that is guaranteed regardless of whether any particular project is produced.

INDUSTRY STRUCTURE AND TELEVISION DEVELOPMENT-TO-DISTRIBUTION PIPELINE

7. Television writers who create series are employed to write the series pilot, or the first episode of the series, and a studio will often decide whether to greenlight, or produce the

series, after a pilot script is written. The studio may also choose to convene a writers' room to further develop scripts for the series before a greenlight. A writer may be engaged and paid by a studio to write the pilot, or may be hired under an "overall deal" where the writer exclusively develops series and works on television projects for that studio, which may then be licensed for distribution to the studio's affiliated networks or streaming services or by third-party networks or streaming services. Television writers' work is contracted under the terms of the Minimum Basic Agreement ("MBA"), and the floor for the writer's initial compensation is governed by MBA, along with provisions around residual compensation for subsequent reuse of the writer's work. Pilot script compensation is typically paid well over MBA minimums, and overall deals generally provide the highest compensation available to television writers.

8. After the pilot is written, if the series is greenlit or if the studio wants to further develop the series before making a decision, a writers' room is typically convened. The writers' room is led by a showrunner, who is typically the writer of the pilot and is responsible for creative oversight of the series.

9. When I began my career, the major film and television studios operated as relatively distinct entities. Each was affiliated with a broadcast network or cable outlet, but still capable of selling projects to a wide range of buyers. Writers generally could, in principle and in practice, pitch projects to any network or platform willing to buy. Specifically for writers on an overall deal, the studio employing a writer under the overall deal would then negotiate terms with the buyer and produce the show.

10. This created genuine competition among buyers, which shaped compensation and greenlight decisions. When multiple studios or networks compete for a project or a writer's services, that competition ensures fair compensation, improves backend terms, and increases the writer's leverage over creative conditions. The writer's representatives can credibly signal that other buyers are interested, and buyers respond by improving their offers.

11. I experienced this firsthand with *Brooklyn Nine-Nine*, which I developed with Dan Goor at Universal Television around 2012. We pitched a strong project, backed by established

writers and starring a marketable figure, Andy Samberg, to the broadcast networks. All four major broadcast networks made offers. My studio, Universal, pushed buyers to compete for the work by increasing their commitment levels to secure the project. The final deal with Fox included a guarantee of a produced pilot and a penalty fee if the show was not picked up to series. That outcome was the product of competitive bidding among genuinely independent buyers.

12. Over the past few decades, and accelerating more recently, that competitive structure broke down due to two reinforcing trends.

13. The first is vertical integration: after the repeal of the Federal Communication Commission's Fyn-Syn Rules, major broadcast networks (and then eventually streamers) consolidated with the largest studios to take control of both the production and the distribution of television content. This integration creates structural incentives for platform owners to favor in-house programming over third-party producers and to depress creator compensation. Vertical integration and consolidation create de facto exclusivity even for the most in-demand writers, reducing the need for studios to pay a premium for that exclusivity through an overall deal and reducing the incentive for a studio to sell a series to third-party networks or streamers for distribution. Vertically integrated studios also do not have the same need to secure writer talent to sell series to distributors, because they have guaranteed access to distribution on their vertically integrated networks and platforms. And for writers not on overall deals who are trying to sell a series, a rejection from a studio forecloses not only that one studio but often also the studio's full distribution ecosystem of broadcast networks, cable channels, and streaming platforms alike.

14. The second is horizontal consolidation. Through a series of mergers and acquisitions, the number of independent companies competing for writing talent and projects has shrunk. Disney acquired 21st Century Fox. AT&T acquired Time Warner and then spun it off as Warner Bros. Discovery following its merger with Discovery. Viacom and CBS recombined as Paramount Global, which was then acquired by Skydance Media. Each transaction removed an independent buyer from the market who could increase bidding pressure for a particular project.

15. These two trends compounded one another. As the companies combined, each

surviving conglomerate became bigger and more vertically integrated, further narrowing the set of buyers any writer could realistically access.

16. I experienced the effects of the shrinking pool of buyers of writing services directly. Around 2017, I developed a television project starring Aubrey Plaza, an actor from *Parks & Recreation*, in which she played a therapist who was also a con artist. It was a strong project by any measure: a recognizable star, an original premise, and a creator with a track record. We brought it to the major streaming platforms, who did not dislike the project. However, their unanimous response was that there was no way to structure a deal that could be financially viable—there was simply too much economic pressure to distribute shows from their in-house studios, rather than from a competitor. The economics between Universal, as the producing studio, and the unaffiliated streaming platforms, as the prospective buyers, had become incompatible, not because of the project's merits, but because the companies were no longer operating as independent counterparties in a functioning market. In other words, increased vertical integration across the industry made the economics of selling the show to an unaffiliated distributor unworkable.

17. What I came to understand is that the studios had become so horizontally consolidated (through corporate mergers) and vertically siloed (the buyers incentivized to purchase shows only from their "hometown" studios) that the deal terms at which a seller was willing to sell, and at which an outside buyer was willing to buy, no longer overlapped. Even when both sides had an interest in making a show together and wanted to close the deal based on the creative package, no deal could be reached. I had never experienced this before, and it signaled to me that something fundamental had broken in the market.

18. This dynamic has become the new normal for writers who depend on a well-functioning marketplace to sell their work. After the Aubrey Plaza project, I was routinely told by studio executives that there was no point in pitching to certain networks or platforms unaffiliated with Universal. This was not because those platforms would reject the project, but because it was widely understood throughout the industry that the deal economics no longer worked.

19. The overall deal market has contracted in recent years, which is a direct consequence

of these vertical and horizontal structural changes. This affects established writers like myself, with an established catalogue of writing credits, but it also impacts emerging and mid-career writers with promise who no longer have access to a steady stream of income to sustain an early career.

20. Overall deals are, at their core, a competitive instrument. Previously, if a studio did not secure a writer with an overall deal, the writer, actively employed by one studio as a writer on staff, could walk across the street and develop a new show for a competitor. As consolidation has reduced the number of independent buyers and vertical integration has made cross-company sales increasingly rare, that competitive threat has materially weakened. The result is a market in which overall deals are offered less frequently, to fewer writers, on shorter terms, and at lower guaranteed compensation. This is at least in part because the competitive pressure that once incentivized studios to pay for exclusivity has been replaced by a market in which exclusivity is in effect already guaranteed by the consolidation itself, not because the work writers provide has become less valuable.

21. The choice of which studio a writer signs with has also changed in character. In the traditional system, a writer choosing between overall deals would weigh factors such as the studio's creative track record, the quality of its development executives, and the compatibility of the studio's taste with the writer's. Today, the dominant factor is the breadth of the distribution platforms affiliated with the studio. Due to consolidation, writers are incentivized to make overalls deals with studios whose parent company owns more distribution platforms to help ensure projects get made and have distribution. The cultural differentiation among studios that fueled competitive growth has now been replaced by a race among conglomerates to accumulate distribution platforms.

THE PROPOSED PARAMOUNT-WARNER BROS. MERGER AND ITS EXPECTED EFFECTS

22. A merger of Paramount and Warner Bros. Discovery would cause concrete and serious harm to professional writers, including me. The most direct harm is the reduction in the number of independent buyers for writing services, which would diminish compensation, deal terms, and creative opportunities.

23. Paramount and Warner Bros. currently operate as distinct buyers with distinct creative identities, taste profiles, and executive teams. They compete directly for writing talent and for projects, bidding directly against each other for the same writers and the same pitches. That competition creates upward pressure for writer compensation: when two major studios both want a writer or a project, the writer's representatives can play one off against the other, extract improved terms, and secure creative commitments that neither studio would offer uncontested. Eliminating one of those buyers removes that competitive dynamic, and with it the mechanism by which writers capture value from their work.

24. This harm extends beyond writers who work only for Paramount or Warner Bros. When Paramount or Warner Bros. compete for a project, the winning offer becomes a data point that writers' representatives deploy in negotiations with every other studio. Competitive pressure at the top of the market pulls compensation upward throughout the market. Conversely, when two major buyers become one, the suppression of that top-line competition ripples downward.

25. Diminished compensation affects the quality and quantity of greenlit projects. Paramount and Warner Bros. (and other studios) have distinct taste bundles or creative identities that reflect different appetites for risk, genre preferences, and tolerance for unconventional material. When studios merge, one of those taste profiles displaces the other. The merged company does not maintain both creative identities. The result is that entire categories of projects become unmakeable because the buyer who would have championed them no longer exists.

26. I saw the practical value of that competition with *Hacks*. When the creators and I pitched that show, it was not an obvious commercial proposition: an older female lead, an unknown young co-star, and set partly in Las Vegas. It was pitched to many buyers, including Netflix, Hulu, and HBO Max. Most were interested but noncommittal. The only offer came from a single executive at HBO Max, Suzanna Makkos, who had the vision, the institutional latitude, and the creative conviction to champion an unconventional project. *Hacks* ran for five seasons, won multiple Emmy Awards, and is widely regarded as one of the finest comedies of its era.

27. Under a merged Paramount-Warner Bros. entity, I do not believe that outcome would

have been possible. The merged company's creative direction, as articulated by its leadership, is oriented toward mass-appeal, franchise-driven content. That is Paramount's historical profile, not HBO's. The taste bundle that produced *Hacks* would have been absorbed and displaced by the taste bundle of the acquiring entity.

28. This is not a theoretical concern. In my experience, when two studios merge the result is not that both taste profiles coexist within a single company. The result is that one taste profile displaces the other. The writers, actors, and audiences who depended on the displaced profile lose access to that market entirely.

29. I observed this firsthand after Disney's acquisition of 21st Century Fox. Twentieth Fox Television had maintained a distinct creative identity in television (for example, it brought *Arrested Development* and *New Girl* to viewers) that reflected a specific sensibility and appetite for risk that Disney's institutional priorities did not share. After the merger, Fox's television development operation was organized around Disney's priorities, its executive teams were restructured, and writers who had built relationships and creative homes at Fox found many of those relationships altered or gone.

30. The broader harm to the writing community is also significant. Fewer independent buyers means less competition for writing services, which means lower compensation, less favorable deal terms, and reduced creative latitude for writers across the industry. The merger would remove one of the few remaining large buyers of writing services at scale, at a moment when the buyer pool has already contracted substantially due to prior consolidation and the vertical integration dynamics described above.

31. I have spent more than twenty-five years navigating this industry. The promise of the streaming era, for the few years it was realized, was that original, distinctive, unconventional work could find a buyer somewhere in a genuinely competitive market. That era has ended as the vertical integration and horizontal consolidation trends have continued. A merger of Paramount and Warner Bros. would accelerate its end, and the writers who create the work that audiences value would bear the cost.

I, Michael H. Schur, 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

Michael H. Schur

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