

1 Stephen P. Berzon (SBN 46540)
sberzon@altber.com
2 Stacey Leyton (SBN 203827)
sleyton@altber.com
3 P. Casey Pitts (SBN 262463)
cpitts@altber.com
4 Andrew Kushner (SBN 316035)
akushner@altber.com
5 ALTSHULER BERZON LLP
177 Post Street, Suite 300
6 San Francisco, California 94108
Telephone: (415) 421-7151
7 Facsimile: (415) 362-8064

8 Anthony R. Segall (SBN 101340)
asegall@rsglabor.com
9 Juhung Harold Lee (SBN 315738)
hlee@rsglabor.com
10 ROTHNER, SEGALL & GREENSTONE
510 South Marengo Avenue
11 Pasadena, California 91101
Telephone: (626) 796-7555
12 Facsimile: (626) 577-0124

13 Ethan E. Litwin (*pro hac vice*)
elitwin@constantinecannon.com
14 W. Stephen Cannon (*pro hac vice*)
scannon@constantinecannon.com
15 CONSTANTINE CANNON LLP
335 Madison Avenue, 9th Floor
16 New York, New York 10017
Telephone: (212) 350-2700
17 Facsimile: (212) 350-2701

18 *Attorneys for Defendants-Counterclaimants*

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

19 WILLIAM MORRIS ENDEAVOR
20 ENTERTAINMENT, LLC, *et al.*,
21 Plaintiffs and Counterclaim Defendants,
22 v.
23 WRITERS GUILD OF AMERICA,
WEST, INC., *et al.*,
24 Defendants and Counterclaimants,
25 and PATRICIA CARR, *et al.*
26 Counterclaimants.

Ann M. Burdick (*pro hac vice*)
aburdick@wgaeast.org
Writers Guild of America, East, Inc.
250 Hudson Street, Suite 700
New York, New York 10013
Telephone: (212) 767-7800
Facsimile: (212) 582-1909
*Attorney for Defendant and
Counterclaimant Writers Guild of
America, East, Inc.*

Case No. 2:19-cv-05465-AB-AFM
**DECLARATION OF ADAM
MCKAY IN OPPOSITION TO
PRELIMINARY INJUNCTION
MOTIONS**

Hearing Date: Dec. 18, 2020
Hearing Time: 10:00am
Location: Courtroom 7B
Judge: Hon. André Birotte, Jr.

1 I, Adam McKay, hereby declare as follows:

2 1. I make this declaration from my personal knowledge and could testify
3 competently to its contents.

4 2. I am a member of Writers Guild of America, East (“WGAE”), and
5 have written for multiple Hollywood television and film productions, including
6 *Funny or Die Presents*, *The Big Short*, and *Vice*. I have also directed episodes of
7 several television productions, including *Eastbound and Down* and *Succession*.
8 On those projects and others, I also served as an Executive Producer.

9 3. I, like many professionals in Hollywood, have worked in several
10 capacities during my career in the industry. During my career I have been credited
11 as a screenwriter, a director, an actor, and as a producer on various projects.

12 4. I am familiar with the working rules that apply to members of WGAE
13 and its affiliated labor organization Writers Guild of America, West (“WGAW,”
14 and collectively with WGAE, “the Guilds”). One such working rule is Working
15 Rule 23, which prohibits Guild members from “enter[ing] into a representation
16 agreement whether oral or written, with any agent who has not entered into an
17 agreement with the Guild covering minimum terms and conditions between agents
18 and their writer clients.”

19 5. It is my understanding that Working Rule 23, as with every other of
20 the Guilds’ working rules, applies to Guild members only when performing writing
21 work that is governed by the Minimum Basic Agreement, which is the Guilds’
22 collective bargaining agreement with television and motion picture production
23 studios.

24 6. I have communicated with elected officers and staff members at the
25 Guilds, who have consistently told me that Working Rule 23 applies to me and
26 other Guild members only to the extent that we are performing writing work.

27

28

1 These Guild leaders have made it clear to me that it does not violate Working Rule
2 23 for a Guild member to be represented by a non-franchised talent agency for
3 non-writing work (e.g., directing or producing work).

4 7. In April 2019, the Guilds adopted the Agency Code of Conduct
5 (“Code”), which prohibits talent agencies that represent Guild members from,
6 among other things, collecting packaging fees from projects on which Guild
7 members work or having a significant ownership interest in a production studio
8 that employs Guild members.

9 8. Prior to the adoption of the Code I was represented by agents at
10 William Morris Endeavor Entertainment, LLC (“WME”) for my writing work,
11 directing work, producing work, and acting work.

12 9. WME did not agree to the Code’s terms and, to date, WME has
13 neither agreed to the Code nor signed a franchise agreement with the Guilds.

14 10. Because WME did not agree to the Code, I terminated my relationship
15 with WME in April 2019, but only insofar as WME represented me for writing
16 work. I did so (along with thousands of other Guild members represented by
17 formerly franchised agencies) to satisfy my obligations under Working Rule 23.

18 11. When I informed my agents at WME that they no longer represented
19 me in the sale of my writing work I specifically informed them that they were
20 required to cease representing me only as far as my writin work was concerned. I
21 made it clear that WME could continue to represent me with respect to my
22 directing and producing work. I so informed my agents at WME because the
23 Guilds made it clear to me that I could continue to work with WME for non-
24 writing work without violating Working Rule 23.

25 12. In fact, WME has continued to represent me for my producing and
26 directing work even after I terminated my relationship with them for my writing
27

1 work. Last year, I founded a production company called Hyperobject Industries,
2 and WME continues to represent me and Hyperobject Industries in production
3 deals. Indeed, it was publicly reported in November 2019 that WME continued to
4 represent me in connection with Hyperobject Industries in my director and
5 producer capacities notwithstanding the fact that I had terminated WME's
6 representation for my writing. *See, e.g., Borys Kit, Adam McKay Signs First-Look*
7 *Deal with Paramount, The Hollywood Reporter* (Nov. 8, 2019).¹

8
9 I declare under penalty of perjury under the laws of the United States that
10 the foregoing is true and correct.

11
12 Executed this 29th day of November, 2020 at 12:30pm.

13
14 
15 _____
16 Adam McKay

17
18
19
20
21
22
23
24
25
26 _____
27 ¹ Available at <https://www.hollywoodreporter.com/news/adam-mckay-signs-first-look-film-deal-paramount-1253399>