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18 *Attorneys for Defendants-Counterclaimants*

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

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

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Case No. 2:19-cv-05465-AB-AFM  
**DECLARATION OF CAROL  
MENDELSON 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, Carol Mendelsohn, 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 have been a member of Writers Guild of America, West  
5 continuously since 1985, and have written for multiple television series including,  
6 but not limited to, *Melrose Place*, *CSI: Crime Scene Investigation*, and *CSI:*  
7 *MIAMI*, as well for *CSI: NY* and *CSI: CYBER* which I co-created (i.e. co-wrote the  
8 pilot episode). I served as Co-Showrunner/Executive Producer on *Melrose Place*  
9 (Season 7; 1998-1999) and was the Showrunner/Executive Producer of *CSI: Crime*  
10 *Scene Investigation* (Seasons 1-14; 2000-2015). Taking into account all of the  
11 programs on which I have served as a showrunner, I have “run” around 15 seasons  
12 of television.

13 3. While a showrunner has both writing and production responsibilities,  
14 throughout my showrunning career I always put the scripts and the writing in first  
15 position. The writing tasks that form the core of a showrunner’s duties include  
16 writing or co-writing scripts, giving notes on scripts written by other writers, i.e.,  
17 the Writing Staff of the show, or freelance writers, and re-writing at least some of  
18 those writers’ drafts. In total, I am credited as a writer on roughly 50 scripts of  
19 *CSI: Crime Scene Investigation*, and I rewrote at least some portions of the  
20 majority of the rest of the episodes of that program.

21 4. The fact that I am credited as a writer or co-writer on a couple of  
22 episodes each year does not mean that I am not just as involved in the final script  
23 of every single other episode. Although another writer on a program may have  
24 been assigned in the first instance to draft a script, I was nonetheless involved in  
25 every single step of the writing process of that episode.

26 5. My practice as a showrunner is to take a credit as a writer (or co-  
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1 writer) only on those episodes that I write in the first instance from scratch. On my  
2 programs, even when I substantially rewrote someone else’s script I did not take a  
3 writing credit, even though the Writers Guild of America credit system would  
4 permit me to claim a credit in those circumstances. Being credited as having  
5 written an episode can increase a writer’s compensation, and taking a “written by”  
6 credit on an episode that I had assigned to someone else would have been  
7 tantamount to taking money out of that writer’s pocket.

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

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

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

25 9. Prior to the adoption of the Code I was represented by agents at  
26 William Morris Endeavor Entertainment, LLC (“WME”). WME did not agree to  
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1 the Code’s terms and, to date, WME has neither agreed to the Code nor signed a  
2 franchise agreement with the Guilds.

3 10. Because WME did not agree to the Code, I terminated my relationship  
4 with WME in April 2019, but only for writing work. I did so (along with  
5 thousands of other Guild members represented by formerly franchised agencies) to  
6 satisfy my obligations under Working Rule 23. To terminate my relationship with  
7 WME for writing services I created a form letter using the Docusign application  
8 that the Guilds set up for this purpose. The letter that I signed informed WME that  
9 it could no longer represent me for “covered writing services.” A true and correct  
10 copy of the form letter is attached to my declaration as **Exhibit A**.

11 11. I have not served as a showrunner since 2015, after Season 14 of *CSI:*  
12 *Crime Scene Investigation*. Since finishing work on *CSI: Crime Scene*  
13 *Investigation* I have worked on the development of new television series under  
14 “overall” deals, which are arrangements whereby a production studio agrees to pay  
15 a writer-producer to develop projects exclusively for that studio over a certain  
16 period of time. I first worked under an overall deal with Sony, during which I was  
17 an Executive Producer on a series called *Game of Silence* that aired on NBC.  
18 During my time under my Sony overall I also co-wrote a pilot script based on the  
19 film *In the Line of Fire* and a pilot script titled *The Long Walk* in 2017-2018. I  
20 then left Sony in the summer of 2018 when I started working under an overall deal  
21 with Universal Television that will expire in summer 2021.

22 12. WME represented me during the negotiations for both of my overall  
23 deals, which pre-date the Code. I have developed several pilots under my current  
24 overall deal but none have gone into full production. Under my current overall, I  
25 continue to be involved in writing on several projects. Just this year, among my  
26 projects are: a pilot written, by myself, for a project titled *The Chet and Bernie*

1 *Mystery Series*; co-writing an NBC pilot called *The Searchers*; and writing a pilot  
2 script based on the novel *The Lace Reader*. By “writing” I mean sitting in front of  
3 a computer with the script open in a word processing program, writing lines of  
4 dialogue or other aspects of a script. Accordingly, writing and developing and  
5 nurturing projects with other writers continues to be the focus of my work.

6 I declare under penalty of perjury under the laws of the United States that  
7 the foregoing is true and correct.

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9 Executed this 3rd day of December, 2020 at Los Angeles, California.

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Carol Mendelsohn

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# **EXHIBIT A**

4/12/2019

Dear WME \_\_\_\_\_ :

Effective April 13, 2019, if your agency has not signed a franchise agreement with the Writers Guild of America, whether in the form of a Code of Conduct or a negotiated agreement, under WGA rules I can no longer be represented by you for my covered writing services. Once your agency is again in good standing with the Writers Guild, we can reestablish our relationship. Thank you.

Sincerely,

Carol Mendelsohn

\_\_\_\_\_  
[WRITER'S NAME]

DocuSigned by:  
*Carol Mendelsohn*  
\_\_\_\_\_  
1CFEC7090007493...  
[WRITER'S SIGNATURE]

4/12/2019  
\_\_\_\_\_  
[DATE]