

**October 6, 2025**

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IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

|                                   |   |                       |
|-----------------------------------|---|-----------------------|
| BLAKE LIVELY,                     | ) |                       |
|                                   | ) |                       |
| Plaintiff,                        | ) |                       |
|                                   | ) |                       |
| vs.                               | ) | No. 2:24-cv-10049-LJL |
|                                   | ) |                       |
| WAYFARER STUDIOS LLC, ET AL., a   | ) |                       |
| Delaware Limited Liability        | ) |                       |
| Company, JUSTIN BALDONI, an       | ) |                       |
| individual, JAMEY HEATH, an       | ) |                       |
| individual, STEVE SAROWITZ, an    | ) |                       |
| individual, IT ENDS WITH US MOVIE | ) |                       |
| LLC, a California Limited         | ) |                       |
| Liability Company, MELISSA        | ) |                       |
| NATHAN, an individual, THE        | ) |                       |
| AGENCY GROUP PR LLC, a Delaware   | ) |                       |
| Limited Liability Company,        | ) |                       |
| JENNIFER ABEL, an individual, JED | ) |                       |
| WALLACE, an individual, and       | ) |                       |
| STREET RELATIONS INC., a          | ) |                       |
| California Corporation,           | ) |                       |
|                                   | ) |                       |
| Defendants,                       | ) |                       |
|                                   | ) |                       |
|                                   | ) |                       |
| (RELATED CONSOLIDATED CASE.)      | ) |                       |
|                                   | ) |                       |

\*\*\* CONFIDENTIAL \*\*\*

\*\*\* PORTIONS DESIGNATED ATTORNEYS' EYES ONLY \*\*\*

VIDEO DEPOSITION OF JUSTIN GREY STONE

MONDAY, OCTOBER 6, 2025

Reported Stenographically by:

RENEE HARRIS, RPR

CA CSR No. 14168

NJ CCR No. 30XI00241200

NY Notary No. 01HA0037009

JOB NO. 7624672 | PAGES: 1 - 433

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1 A. I believe filming was in 2023.

2 Q. And was there some production filming in  
3 2024, if you know?

4 A. I remember it going to the end of 2023,  
5 but I don't recall exactly the final stop date. 09:12:52  
6 But I believe it was towards the end of it, yeah.

7 Q. I'm sorry, toward the end of 2023?

8 A. Yeah. I don't have the actual filming  
9 dates in front of me; so I couldn't tell you with  
10 certainty. 09:13:06

11 Q. Now, in 2023, I -- would I be correct to  
12 assume that you had other clients at Entertainment  
13 360 other than Ms. Lively?

14 A. Yes.

15 Q. Can you estimate how many? 09:13:23

16 A. We -- accounts are sort of divvied in  
17 various ways. So there's a number of people that  
18 I would say that I'm part of a team. We work in  
19 conjunction with others.

20 So there are a number of clients that I 09:13:36  
21 work as a member of the team, and there are some  
22 that I am -- would describe as the point person  
23 on.

24 Q. Okay. About how many in 2023 were you  
25 the point person for, how many clients? 09:13:46

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1 A. I would probably say ten, give or take.

2 Q. If you can recall, how many clients did  
3 you bring over with you when you began  
4 approximately 13 years ago at Entertainment 360?

5 A. I don't know if I recall an exact number, 09:14:07  
6 but I would say probably somewhere between seven  
7 to ten.

8 Q. In 2023 -- and I'm not asking you for  
9 numbers -- can you estimate the percentage of your  
10 income that was attributable to Ms. Lively's work? 09:14:26

11 MS. FINK: Objection.

12 THE WITNESS: I would say that I  
13 represent a number of clients who bring in a  
14 significant income.

15 And I don't remember exactly at the time 09:14:39  
16 what hers was and relative to others.

17 BY MS. GAROFALO:

18 Q. Can you estimate?

19 A. In the year 2023?

20 Q. Yes. 09:14:48

21 A. What she brought or what she -- let me  
22 ask the question: Are you asking me what  
23 percentage or what she actually brought in?

24 Q. I'm just asking for a percentage, not  
25 numbers, if you can. 09:15:01

1 simultaneous.

2 BY MS. GAROFALO:

3 Q. Okay. So you -- you had a summary that  
4 somebody in your office may have prepared of the  
5 book, and you read the script.

10:04:51

6 Is that correct?

7 MS. FINK: Objection.

8 THE WITNESS: Correct.

9 BY MS. GAROFALO:

10 Q. And this is before Ms. Lively agreed to  
11 do the movie or after?

10:04:57

12 A. Before.

13 Q. And you understood from the summary  
14 and/or the script that the movie would have sexual  
15 content; is that correct?

10:05:10

16 A. Correct.

17 Q. And you also understood that there was  
18 violence in the movie; is that correct?

19 A. That's correct.

20 Q. And did you ever have any discussion in  
21 this early period of time with Ms. Lively about  
22 the sexual content that she would be asked to film  
23 in connection with It Ends With Us?

10:05:20

24 MS. FINK: Objection.

25 THE WITNESS: I can't say that I

10:05:34

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1 specifically had those conversations.

2 But as a team, there was a general  
3 understanding as it was told to me that --  
4 and based on conversations, also, that were  
5 told to us by either Wayfarer or Sony at the 10:05:44  
6 time when we were making a decision,  
7 generally speaking, what type of film they  
8 were looking to make.

9 And so, yeah, there was a version of it  
10 where we knew there was a level of violence 10:05:58  
11 and a level of sexuality in the film, and we  
12 had an idea of what type of film they were  
13 aiming to make.

14 BY MS. GAROFALO:

15 Q. Okay. What was your idea of the kind of 10:06:08  
16 film they were aiming to make, again, in this  
17 early period after discussions with either way --  
18 someone at Wayfarer or Sony?

19 MS. FINK: Objection.

20 THE WITNESS: A version of the film that 10:06:18  
21 was populist and could deliver a very  
22 important message to as many people as  
23 possible.

24 BY MS. GAROFALO:

25 Q. What do you mean by "populist"? 10:06:34

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1 A. I mean "populist" being that a film that  
2 is hard R limits your audience; whereas one that  
3 is not, opens a wider net.

4 MS. FINK: Whenever it's a good time for  
5 you, we've been going for about an hour. 10:06:45

6 MS. GAROFALO: Sure. We can do it now.  
7 How long do you want?

8 THE VIDEOGRAPHER: Off record.

9 MS. FINK: Ten minutes.

10 MS. GAROFALO: Sure. 10:06:52

11 THE VIDEOGRAPHER: The time is 10:06 a.m.  
12 Off record.

13 (Break taken.)

14 THE VIDEOGRAPHER: The time is 10:23 a.m.  
15 We are back on record. 10:23:46

16 BY MS. GAROFALO:

17 Q. Okay. When we left for our break, you  
18 had mentioned something about R ratings and PG  
19 ratings, I think.

20 A. Mm-hmm. 10:24:06

21 Q. And I believe it was in connection with  
22 something Ms. Lively told you?

23 MS. FINK: Objection.

24 BY MS. GAROFALO:

25 Q. Is that correct? 10:24:14

1 inappropriate conduct occurring on the set?

2 MS. MOSES: Objection.

3 MS. FINK: Objection.

4 THE WITNESS: I can't say that I remember

5 the timing of such. 12:36:18

6 I think there were other issues, but I  
7 don't know if they were of the same ilk or  
8 extent.

9 So I can't answer that correctly.

10 BY MS. GAROFALO: 12:36:30

11 Q. What other issues do you think there were  
12 after Ms. Lively returned to the set to resume  
13 filming?

14 A. I mean, it was, from my understanding, a  
15 lot of unprofessionalism in general with the set. 12:36:41

16 Q. What do you mean by that?

17 A. There were different instances. I can  
18 tell you when I was on set where I witnessed  
19 people sort of in hugging circles and getting  
20 together. I don't know. It was less about me, 12:36:56  
21 but my understanding was, I wouldn't say it  
22 completely stopped.

23 Q. What is a "hugging circle"?

24 A. It's exactly what it sounds like.

25 Q. Well -- 12:37:13

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1 A. There was things that would feel  
2 inappropriate by means of any other film set.

3 Q. Like what?

4 A. People getting together and hugging  
5 around the filmmaker before and after -- before 12:37:21  
6 the scene started, large groups of people.

7 Q. Okay. In your visit to the set, did you  
8 witness anybody -- strike that.

9 When you visited the set, did you witness  
10 any of the Wayfarer parties -- Mr. Heath, 12:37:35  
11 Mr. Baldoni or anybody you understood to be  
12 affiliated with Wayfarer -- hugging Ms. Lively?

13 A. Outside of the scenes, no.

14 Q. Okay. What other crossing of borders, if  
15 any, did you witness in your visits to the set 12:38:00  
16 after filming resumed?

17 MS. FINK: Objection.

18 THE WITNESS: While I was on set, the  
19 boundaries were kept but also, I would  
20 imagine, partly because I was on set. 12:38:18

21 BY MS. GAROFALO:

22 Q. Okay. You didn't witness anything that  
23 crossed a boundary when you were on set, other  
24 than the hugging circles which involved people  
25 other than Ms. Lively; is that correct? 12:38:27

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1 representative from Sony sat in the editing room  
2 with Ms. Lively and participated in the editing?

3 MS. FINK: Objection.

4 BY MS. GAROFALO:

5 Q. Is that your testimony? 02:16:40

6 A. I'm not testifying somebody sat in the  
7 room.

8 I'm saying that much of the editing, from  
9 my understanding, happened on the Sony lot.

10 Q. Okay. 02:16:47

11 A. So I would say, if it happened on the  
12 Sony lot, then they were aware and spearheading  
13 it. It's their lot; it's their edit room.

14 Q. Now, you are aware that Sony was pushing  
15 Wayfarer to give into Ms. Lively's demands because 02:16:59  
16 she was threatening Sony, are you not?

17 MS. MOSES: Objection.

18 MS. FINK: Objection.

19 THE WITNESS: If those happened, perhaps  
20 it was because, creatively, Sony wanted to 02:17:05  
21 take the movie in a different direction.

22 BY MS. GAROFALO:

23 Q. Did Ms. Lively threaten not to return to  
24 production after the strikes unless certain  
25 conditions were met? 02:17:14

1 MS. MOSES: Objection.

2 MS. FINK: Objection.

3 THE WITNESS: I don't think Blake ever  
4 threatened. It's why everything was worded  
5 as protections being requested to be met. 02:17:21  
6 They were never demands.

7 Nowhere does it ever say "demands."  
8 Nowhere ever does it threaten that she won't  
9 return.

10 What she did was she put forward a list 02:17:28  
11 of protections for herself and for everybody  
12 else on the set that needed to be met in  
13 order to ensure a safe working environment  
14 that Wayfarer's negligence was not providing.

15 MS. GAROFALO: Move to strike as 02:17:40  
16 nonresponsive.

17 BY MS. GAROFALO:

18 Q. So let's try this another way.

19 A. I think it's an important point, though.

20 Q. At some point, Ms. Lively put together 02:17:49  
21 her own cut of the film; is that correct?

22 MS. MOSES: Objection.

23 MS. FINK: Objection.

24 THE WITNESS: Again, no, it's not  
25 correct. 02:18:01

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1 record and switch spaces.

2 MS. GAROFALO: Okay.

3 THE VIDEOGRAPHER: The time is 4:16 p.m.

4 Off record.

5 (Break taken.) 04:34:01

6 THE VIDEOGRAPHER: The time is 4:34 p.m.

7 We are back on record.

8 EXAMINATION

9 BY MS. MOSES:

10 Q. Mr. Grey Stone, thank you for still being 04:34:05

11 with us here today.

12 Should I call you Mr. Grey Stone or

13 Mr. Stone?

14 A. Mr. Stone is fine.

15 Q. Mr. Stone. Okay. 04:34:10

16 I am going to try not to retread any of  
17 the territory that Ms. Garofalo already spoke with  
18 you about. And if I fail to do so, I'm sure your  
19 attorney will let me know.

20 I will also try to keep this as quick as 04:34:21

21 possible. I know it's been a long day, and I'm  
22 sure that you would like to leave here at the  
23 earliest opportunity.

24 Can you remind me when you started your

25 career in management? 04:34:34

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1 A. It was probably -- I was 25; so that  
2 would be 18 years ago or so.

3 Q. And what was your first job in the  
4 entertainment industry, if it was not providing  
5 management services? 04:34:52

6 A. It was working at the Endeavor Talent  
7 Agency.

8 Q. How long did you work at the Endeavor  
9 Talent Agency?

10 A. It was about three to four years. I 04:35:03  
11 started in the mailroom pushing a mail cart,  
12 worked my way up to an assistant and an executive  
13 assistant, and left right before being promoted to  
14 agent.

15 Q. And where did you work after you worked 04:35:15  
16 at Endeavor?

17 A. I went to go become a manager at Untitled  
18 Entertainment.

19 Q. How long did you work at Untitled  
20 Entertainment? 04:35:22

21 A. I would say that was probably a little  
22 over six years.

23 Q. And at what point during that tenure did  
24 you first meet Blake Lively?

25 A. It was towards the beginning of being a 04:35:31

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1 manager. And I can't remember the exact year, but  
2 it would have been right around the first year  
3 that she was on Gossip Girl, we started working  
4 together.

5 Q. And how did you come to meet Ms. Lively? 04:35:44

6 A. Ms. Lively was taking meetings for  
7 representation. And we took a meeting with her,  
8 and we were fortunate enough to begin working with  
9 her.

10 Q. Do you recall how many years Gossip Girl 04:35:54  
11 was on the air?

12 A. Six seasons, I believe.

13 Q. And how would you describe Gossip Girl in  
14 terms of the television zeitgeist?

15 A. Gossip Girl was an absolute phenomena, 04:36:08  
16 just a complete cultural explosion. It hit the  
17 younger demographic in such a profound way and  
18 became, I would say, a cult classic.

19 But that's sort of undermining the broad  
20 popularity of the show. It was a massive, massive 04:36:25  
21 television hit.

22 Q. And during the time Ms. Lively was  
23 starring on Gossip Girl, was she working on other  
24 acting projects?

25 A. There were a few films that we were able 04:36:34

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1 to do in between but, primarily, Gossip Girl.

2 Q. And coming out of Gossip Girl -- I think  
3 you said it was on for about six years; so about  
4 2007 to 2012.

5 Does that sound roughly correct? 04:36:51

6 A. Mm-hmm.

7 Q. What did you understand to be  
8 Ms. Lively's career goals at that point in time  
9 after ending her run on Gossip Girl?

10 A. I mean, after having such a successful 04:37:00  
11 run on television was an incredible platform for  
12 us.

13 The next step in that evolution was  
14 continuing to pursue really exceptional roles in  
15 the feature space and working with incredible 04:37:10  
16 filmmakers and sort of increasing the scope and  
17 scale of her audience.

18 Q. Is it common for an actor or actress to  
19 be able to transition from television to feature  
20 film in the way that Ms. Lively ultimately did? 04:37:26

21 A. I don't know if -- you say it's "common."

22 But there are very few sort of shining  
23 star exceptions that it happens for. And Blake  
24 was one of them that did it in a very, very speedy  
25 trajectory and a -- hopefully, a focused one. 04:37:44

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1 Q. And is there anything about Ms. Lively in  
2 particular that you think allowed her to make that  
3 transition on the speedy trajectory that you just  
4 described?

5 A. Sure. There's many qualities that 04:37:56  
6 allowed that: One is she's brilliant. She's an  
7 incredibly hard worker and professional; she's  
8 unbelievably talented; she's beautiful in the way  
9 a classic movie star is; she is personal and kind.

10 And she is somebody that, throughout my 04:38:13  
11 history of representing her, has always been  
12 somebody who people wanted to have repeat business  
13 with and just loved being in a room with.

14 Q. Is it fair to say, based on that  
15 description, that in the 18 years you've 04:38:28  
16 represented Ms. Lively, she has not behaved as a  
17 bully, in your experience?

18 A. No. I would never say that.

19 Q. Focusing on Ms. Lively's career from  
20 about 2012 when Gossip Girl ends to about 2016, do 04:38:38  
21 you recall what kind of projects she was working  
22 on in the feature film space?

23 A. Sure.

24 From the end of the -- end of the series?

25 Q. Mm-hmm. 04:38:50

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1 attached hereto.)

2 THE WITNESS: Okay.

3 BY MS. MOSES:

4 Q. Do you recognize this document?

5 A. Yes. 04:55:22

6 Q. What is it?

7 A. It's a contract and a deal for the sequel  
8 to A Simple Favor, A Simple Favor 2. It was  
9 called Another Simple Favor by the end.

10 Q. If you could turn to page 4 of the 04:55:31  
11 agreement, which is Bates stamped BL 21914.

12 And tell me: What was Ms. Lively's fixed  
13 compensation for A Simple Favor 2?

14 A. \$9 million, a significant increase.

15 Q. Is \$9 million the most Ms. Lively had 04:55:46  
16 been able to secure in fixed compensation up until  
17 the point of this deal we're looking at?

18 A. By far.

19 Q. And how was Ms. Lively able to secure  
20 that deal, in your opinion? 04:55:59

21 A. Based on the trajectory and the way that  
22 she continued to build her audience and fan base  
23 and the way that her movies continued to perform  
24 successfully for studios.

25 Q. If you could turn to page 7 of the 04:56:13

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Q. Okay. We are going to look at the deal 04:57:43  
for It Ends With Us momentarily, but let me ask  
you a couple questions.

At some point in time, you became aware  
of the It Ends With Us project; is that right?

A. That's correct. 04:57:56

Q. And did you bring the project to  
Ms. Lively's attention?

A. The project was first brought to our  
attention from her agent, Warren Zavala, and we  
all discussed with her as a team. 04:58:12

Q. And when you first learned about the  
project, did you think that this would be a  
project Ms. Lively would be interested in  
pursuing?

A. I had my concerns about it, and I was 04:58:22  
unsure whether it was something she would be  
excited about, given -- given the relative  
inexperience of the filmmaker and co-star and sort  
of the newer nature of the financial entity.

There were also other things to consider 04:58:38

1 such as the success of the film and the message  
2 that it had, which I knew would be really  
3 important to her. And I knew how important it  
4 would be to send that message to women and to her  
5 audience.

04:58:50

6 So I was unsure which way it would go.

7 Q. Did Ms. Lively express to you any  
8 reservations about the inexperience of the  
9 filmmaker, who here was Mr. Baldoni?

10 A. I can't remember if anything stemmed  
11 directly from her, but I can say, as a team, we  
12 look at all the pros and cons of a potential  
13 project and the relative inexperience of him.

04:59:02

14 And also, his stature as an actor at the  
15 time were things that were taken into deep  
16 consideration and part of the conversation and  
17 concerns for us as a team.

04:59:15

18 Q. And what did the team -- well, let me ask  
19 you, specifically.

20 What, if anything, did you suggest or  
21 advise Ms. Lively do in order to counter the  
22 relative inexperience of the filmmaker here?

04:59:24

23 MS. FINK: Objection.

24 THE WITNESS: I think there was a process  
25 laid out where she had read the book; where

04:59:41

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1 e-mail from Leslie Sloane that attached some  
2 marketing guidelines, if I'm not mistaken.

3 Do you recall that?

4 A. I do.

5 Q. Is this the document that you are 05:12:18  
6 referring to during this testimony?

7 A. Yes.

8 Q. And if you could turn to the third page  
9 of the document, which is Bates stamped VPR 854.

10 A. Mm-hmm. 05:12:33

11 Q. Under "What to avoid."

12 A. Mm-hmm.

13 Q. It says:

14 "Focus more on Lily's strength and  
15 resilience, as opposed to describing the film 05:12:39  
16 as a story about domestic violence.

17 "Empowerment is not just about standing  
18 up to adversity but also about having the  
19 power to overcome within one's self and grow  
20 from it and developing agency to shape the 05:12:55  
21 future."

22 Do you see that?

23 A. Mm-hmm.

24 Q. Is it your -- well, what is your  
25 understanding of the genesis of this document that 05:13:03

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1 was attached to Ms. Sloane's e-mail?

2 A. My understanding of it was that it was a  
3 marketing directive and guideline based on  
4 Wayfarer and Sony's wishes, Sony, being the  
5 director and sort of the final arbiter of how the 05:13:19  
6 movie was released and marketed, I would imagine.

7 And these are the guidelines for  
8 everyone, including Wayfarer, including Justin,  
9 including anyone appearing on camera that they  
10 were all to be in unison. 05:13:31

11 Q. And do you know whether Ms. Lively  
12 followed Sony's instructions to focus on female  
13 empowerment, as opposed to making the film just  
14 about domestic violence?

15 A. I think Blake did everything within her 05:13:47  
16 power to follow all the guidelines that were given  
17 to her and to make sure the film was the best  
18 success, to reach the most amount of people with  
19 the highest amount of impact as possible in the  
20 way that felt authentic to the film and to 05:14:00  
21 everybody receiving it.

22 Q. Do you know when Ms. Lively first started  
23 promoting the film, and specifically, whether it  
24 was before or after the film's release?

25 A. It would be prior. 05:14:14

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1 they were both at the premiere.

2 Q. And do you know whether Ms. Lively  
3 appeared on the red carpet with Mr. Baldoni?

4 A. I know they were both on the red carpet  
5 at times. I can't confirm that they were 05:15:34  
6 together.

7 Q. Did Ms. Lively have reservations about  
8 appearing on the red carpet with Mr. Baldoni for  
9 the premiere?

10 A. As I understood it, she and others did, 05:15:44  
11 as well, yes.

12 Q. And what were Ms. Lively's concerns, as  
13 you understand them?

14 A. Her concerns was that -- her concerns, as  
15 I understood them, were that Justin and the 05:15:55  
16 Wayfarer team were people that contributed to a  
17 very unsafe work environment and experience on  
18 set, and that there was likely to be more people  
19 coming out and more -- more stories to come out  
20 from set, certainly not from us but just the 05:16:15  
21 chances of that happening, given the history, were  
22 significant.

23 And she definitely had concerns about not  
24 wanting to appear as somebody endorsing as a  
25 filmmaker, that people, let alone other women, 05:16:29

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1 should be working with in the future.

2 Q. Are you aware of Ms. Lively instructing  
3 any other cast member not to appear with  
4 Mr. Baldoni at the premiere?

5 A. I'm not. 05:16:39

6 Q. Are you aware of Ms. Lively instructing  
7 any other cast member to unfollow Mr. Baldoni on  
8 social media?

9 A. I'm not.

10 Q. Are you aware of Ms. Lively instructing 05:16:47  
11 any cast member not to do any other promotional  
12 appearances with Mr. Baldoni in relation to the  
13 film?

14 A. I'm not.

15 Q. To your knowledge, did Ms. Lively ever 05:16:58  
16 threaten that if Mr. Baldoni attended the  
17 premiere, she would take her sexual harassment  
18 allegations public?

19 A. That was never something we were part of,  
20 and I think throughout this entire process, there 05:17:09  
21 were many various stages where we had asked for  
22 various things such as protections or requests or  
23 raised concerns.

24 But I am not aware, throughout the  
25 entirety of this process, any threats that were 05:17:22

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1           A. So to give -- to paint the whole picture,  
2 we were at a time in our business where movies as  
3 a whole were not performing theatrically, and the  
4 industry was feeling a ton of anxiety and concern.

5           And, certainly, romantic dramas were not           05:18:33  
6 working whatsoever for many, many years  
7 previously.

8           So the movie was made for a budget of  
9 somewhere around \$30 million. The opening was at  
10 \$50-plus-million, which is massive with a capital           05:18:45  
11 "M" and an underline. It is a monstrous opening  
12 for a film of this stature.

13           And for it to open for Sony at that  
14 number -- to open with this budget at that number  
15 and to open in this genre of romantic drama, which           05:19:01  
16 had really been dormant for years, was a  
17 thunderous, thunderous signal to the entire  
18 community of what a massive, massive hit this was.

19           If I was using a baseball reference, I  
20 think we were hoping for a home run, and this was           05:19:15  
21 an absolute grand slam.

22           Q. And based on your 18-plus years of  
23 experience as a manager in the entertainment  
24 industry, what should the success of the film have  
25 meant for Ms. Lively's career?           05:19:28

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1 MS. GAROFALO: Objection.

2 THE WITNESS: To be able to open a film  
3 at \$50 million on an opening weekend on that  
4 sort of a budget with, frankly, only you on  
5 the poster is a massive endorsement and a 05:19:39  
6 sign that you have built a huge audience --  
7 excuse me -- who is excited about coming to  
8 see you in films.

9 And so what that should have represented  
10 for her is her true arrival as a top-, 05:19:48  
11 top-tier movie star and an ability to  
12 command, not only a significant increase in  
13 her compensation moving forward, but just as  
14 importantly, if not even more, a significant  
15 rise in her opportunities to follow with 05:20:01  
16 great filmmakers, with studio films.

17 Because the green-light ability that we  
18 were previously talking about has now only  
19 been exponentially grown. It's a huge  
20 moment. 05:20:14

21 And generally in the business, when you  
22 have a movie that opens No. 1, even if it's  
23 16 million on an opening weekend or 20-, and  
24 it hasn't recouped its whole budget, the  
25 phones are ringing off the hook with incoming 05:20:24

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1 opportunities and offers and meetings and  
2 etc. and so forth.

3 And in this case, the movie almost  
4 doubled its entire budget in its opening  
5 weekend, which is just unheard of. 05:20:34

6 So you can imagine our expectation was,  
7 you know, beyond a celebration. A  
8 celebration would be to say the least.

9 BY MS. MOSES:

10 Q. And did the phones ring off the hook 05:20:44  
11 after the movie came out?

12 A. They did not.

13 Q. In terms of what you reasonably would  
14 have expected Ms. Lively to see for offers to come  
15 in, would you have been pushing for terms that 05:20:58  
16 were commensurate with what she earned on It Ends  
17 With Us?

18 A. No. We would have been looking for -- we  
19 would have been looking for and expecting, quite  
20 easily, a significant pay increase and also a 05:21:08  
21 significant increase in the amount of filmmakers  
22 who were excited and looking to work with her,  
23 especially at the studio level.

24 Q. And would you have been pushing for deal  
25 terms that were better or worse than what she got 05:21:24

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1 for A Simple Favor 2?

2 A. I think, of course, it is always  
3 dependent on the movie and the scope and the scale  
4 of it.

5 But, certainly, we would have hoped that 05:21:33  
6 there would have been large studio features that  
7 would have afforded us the ability to continue to  
8 press her quote even higher.

9 Q. And, to the best of your knowledge, was  
10 Ms. Lively prepared to work full-time after the 05:21:43  
11 release of the film?

12 A. Yeah, of course. That was the moment  
13 that we were waiting to capitalize on the film and  
14 draft off the immense success for it.

15 Q. Now, there came a time when you began to 05:21:56  
16 observe negative online commentary about  
17 Ms. Lively, I think you said; is that right?

18 A. Yes.

19 Q. In your 18 years of representing  
20 Ms. Lively, had you ever seen the level of online 05:22:08  
21 vitriol that you saw after the film came out?

22 MS. GAROFALO: Objection.

23 THE WITNESS: I have never seen anything  
24 like it in my entire career.

25 And I think also when you look at the 05:22:21

1 Q. And what are Ms. Lively's compensation  
2 terms for this deal?

3 A. \$500,000.

4 Q. And does she get a percent of the back  
5 end? 05:26:58

6 A. Yes, 5 percent.

7 Q. Is this deal that we're looking at --  
8 does this reflect a greenlit movie?

9 A. It is not greenlit.

10 Q. And so is this -- does this document -- 05:27:05  
11 is this document commonly referred to as a  
12 "development deal"?

13 A. Yes.

14 Q. Does that mean that Ms. Lively only gets  
15 paid if a project ends up getting made? 05:27:15

16 A. Correct.

17 Q. So reflecting on the three deals that we  
18 just reviewed together, is this the volume of  
19 deals that you would have expected Ms. Lively to  
20 receive after the success of the film? 05:27:28

21 A. The expectation coming off the film and  
22 the success of it would have been a complete 180  
23 from what we've seen.

24 The number of filmmakers and  
25 opportunities and pursuits of projects that we 05:27:43

1 feel like would be aspirational and ambitious and  
2 sort of upper echelon reaching, we feel like  
3 should have been plentiful coming after this and  
4 immediate.

5 Any sort of similar sort of success that 05:27:55  
6 I've seen in the past has been followed by an  
7 immediate flow of opportunity, both in terms of  
8 scope; in terms of what studios are willing to  
9 greenlight around somebody at a significant level,  
10 given that there are so few people, quote, 05:28:08  
11 "greenlight-able" in our current market.

12 And again, I repeat that our business in  
13 a time of transition right now, where the ability  
14 for people to open a movie theatrically has  
15 significantly shrunk. 05:28:21

16 So for somebody to open a movie  
17 \$50 million opening weekend is a massive, massive  
18 win.

19 So for us to not only not see the amount  
20 of opportunity within A-list filmmakers, but 05:28:30  
21 within the various studio systems, even in sort of  
22 IP-driven things or things she can plug into --  
23 it's been completely dormant in a -- it's been  
24 silence.

25 Q. And in your opinion, did the negative 05:28:44

1 STATE OF CALIFORNIA )  
2 COUNTY OF LOS ANGELES ) ss.

3 I, RENEE HARRIS, do hereby certify that I am a  
4 licensed Certified Shorthand Reporter, duly  
5 qualified and certified in the State of California  
6 and the State of New Jersey; Notary Public in the  
7 State of New York and State of Florida; and  
8 Registered Professional Reporter;

9 That prior to being examined, the witness named  
10 in the foregoing deposition was by me duly sworn  
11 to testify to tell the truth, the whole truth, and  
12 nothing but the truth;

13 That the said deposition was by me recorded  
14 stenographically;

15 And the foregoing pages constitute a full,  
16 true, complete and correct record of the testimony  
17 given by the said witness;

18 That I am a disinterested person, not being in  
19 any way interested in the outcome of said action,  
or connected with, nor related to any of the  
parties in said action, or to their respective  
counsel, in any manner whatsoever.

20 Dated: October 7, 2025

21  
22



23 Renee Harris, CSR, CCR, RPR  
24 CA CSR No. 14168  
NJ CCR No. 30XI00241200  
25 NY Notary No. 01HA0037009  
FL Notary No. 1708946

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1 STATE OF CALIFORNIA )  
2 COUNTY OF LOS ANGELES ) ss.

3 I, RENEE HARRIS, do hereby certify that I am a  
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FL Notary No. 1708946

# **EXHIBITS**

**PRODUCER OFFER MEMO**

**PRODUCER:** BLAKE LIVELY

**REPRESENTATIVES:** Agent: Warren Zavala | WME [REDACTED] |  
[REDACTED]  
Attorney: David Weber, Esq. and Lindsey Strasberg, Esq. | SOWDLLP |  
[REDACTED] [REDACTED] [REDACTED]

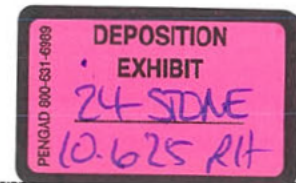
**PICTURE:** THE SURVIVAL LIST

**DATE:** As of June 12, 2025

1. Producer Fee: \$500,000. Payable 20/60/10/10.
2. Contingent Compensation: 5% of "Defined Proceeds" (as defined below).

"Defined Proceeds" shall be defined, computed, and accounted for in accordance with Exhibit "DP", as modified by LG's "A" Rider thereto, each of which shall be attached to the long form agreement and incorporated therein.

**Redacted – Non-Responsive**



**Redacted – Non-Responsive**