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1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK

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3 BLAKE LIVELY,

4 Plaintiff,

5 v.

24-cv-10049 (LJL)

25-cv-00449 (LJL)

25-cv-00779 (LJL)

6 WAYFARER STUDIOS LLC, *et al.*,

7 Defendants.

Conference

8 -----x

9 New York, N.Y.

June 24, 2025

10 2:00 p.m.

11 Before:

12 HON. LEWIS J. LIMAN,

13 District Judge

14 APPEARANCES (Via Microsoft Teams)

15 WILLKIE FARR & GALLAGHER LLP

Attorneys for Plaintiff/Counter-Defendant

16 BY: KRISTIN BENDER

MICHAEL GOTTLIEB

18 PRYOR CASHMAN LLP

Attorneys for Interested Parties Case and Koslow

19 BY: MAXWELL K. BREED

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1 THE COURT: Good afternoon. This is Judge Liman.

2 Do I have counsel on the phone for the Lively parties  
3 who will be addressing the Court?

4 MS. BENDER: Yes, your Honor. Good afternoon, Kristin  
5 Bender Willkie Farr & Gallagher, joined by my partner Michael  
6 Gottlieb, appearing as counsel for plaintiff Blake Lively.

7 THE COURT: Good afternoon, Ms. Bender.

8 Do I have counsel who will be addressing the Court for  
9 Case and Koslow.

10 MR. BREED: Yes, you do, your Honor. Maxwell Breed of  
11 Pryor Cashman LLP for Katherine Case and Breanna Butler Koslow.

12 THE COURT: Good afternoon, Mr. Breed.

13 I recognize that I have a number of other -- would the  
14 parties please mute.

15 I recognize that I have a number of other counsel on  
16 the Teams. I am not going to call on other counsel to identify  
17 themselves, and as I indicated in my order, this hearing is  
18 limited to the motion to compel the production of documents  
19 from Case and Koslow. So I will hear from the Lively parties  
20 and then from counsel for Case and Koslow.

21 Ms. Bender, I will hear first from you or your  
22 colleague with respect to your motion to compel, and then I  
23 will hear from Mr. Breed. You are free to address any issues  
24 that you would like to address with respect to the motion to  
25 compel.

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1 I will tell you that I am particularly interested in  
2 the following:

3 First of all, it is not clear to me from the  
4 correspondence what, if any, adjustments to the requests the  
5 Lively parties have made in order to address the burdensomeness  
6 and other arguments made by Case and Koslow.

7 Second, it was not clear to me from the motion whether  
8 there is an agreement on the part of the Lively parties to pay  
9 a portion of the costs of production or whether there is  
10 agreement with respect to the means for searching for  
11 responsive documents.

12 Third, I think there is an issue with respect to the  
13 time period covered by the requests.

14 And, fourth, there is issue, at least in my mind, with  
15 respect to the time period within which Case and Koslow are to  
16 produce responsive documents.

17 So please make sure you are addressing at least those  
18 issue, but feel free to address any other issues.

19 I will now hear from you.

20 MS. BENDER: Thank you, your Honor. Kristin Bender  
21 again, for plaintiff Blake Lively.

22 Ms. Lively moves to compel compliance with document  
23 subpoenas issued in March to Ms. Case and Ms. Koslow, two  
24 individuals who worked or work at The Agency Group a named  
25 defendant in Ms. Lively's Case. These individuals are

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1 unequivocally known to have documents and communications  
2 relevant to Ms. Lively's core retaliation claims.

3 Not only that, but the information that they possess  
4 is so crucial that their own words and participation are  
5 repeated verbatim in Ms. Lively's complaint in discussing HR  
6 complaints made against Mr. Baldoni and in demonstrating close  
7 collaboration with Mr. Wallace, the Wayfarer parties' digital  
8 fixer.

9 while we engaged in extensive good-faith conferrals to  
10 obtain this information quickly and collaboratively those  
11 efforts failed and as a result the initial 13 requests as to  
12 each of Case and Koslow stand. Those requests are narrowly  
13 targeted to obtain necessary that either cannot or has not been  
14 obtained from the Wayfarer parties even a week away from the  
15 parties' deadline for substantial completion of document  
16 production.

17 Now, as this Court has recognized, stonewalling  
18 opposing counsel does not provide a loophole to discovery, and  
19 for reasons that we will be prepared to discuss, the Court  
20 should reject any attempt at further delay or artificially  
21 narrowing the subpoenas.

22 So with respect to relevance, which is a really short  
23 part of my argument, because it is so obvious, I just want to  
24 touch on the fact that we anticipate in response to these  
25 subpoenas receiving discovery that demonstrates Ms. Case and

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1 Ms. Koslow's participation in and facilitation of the digital  
2 campaign that lies at heart of Ms. Lively's claims. We  
3 indicated those materials in footnote 2 of our opening brief at  
4 docket 321, as well as in more detail at our reply at docket  
5 263 in the attached exhibit.

6 With respect to the time frame which your Honor has  
7 expressly referenced, it is our position that the requests are  
8 narrowly tailored and proportional to the needed discovery in  
9 the case.

10 THE COURT: Well, Ms. Bender in footnote 4 you state  
11 that your client is amenable to a time period of July 1, 2024,  
12 to March 3, 2025.

13 Is there any reason why your client would not today be  
14 amenable to the same thing that she said on June 12?

15 MS. BENDER: No, your Honor.

16 On the basis of counsel for Case and Koslow's  
17 good-faith representations that their client would have no  
18 responsive documents prior to that time period, we are willing  
19 to have the time period start as indicated.

20 THE COURT: Okay. Now, with respect to the substance  
21 of the requests, it does seem to me that there is at least a  
22 dispute between the parties whether, first of all, whether the  
23 requests should be narrowed to exclude some of the individuals  
24 that have been identified and whether they should include  
25 documents that were copied on the Wayfarer parties.

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1 I have one of the subpoenas in front of me. Why don't  
2 you tell me whether you are willing to narrow your request in  
3 any respect. I have it in front of me. I've got requests No.  
4 1 through 13 in front of me.

5 MS. BENDER: Sure, your Honor.

6 So the core of what we want are materials from  
7 Ms. Case and Koslow related to the digital campaign content  
8 creators and analogous efforts, regardless as to who else was  
9 involved in those documents and communications.

10 Now what we have done in our requests has largely  
11 topically limited them to exactly that with respect to asking  
12 for documents as to the actions, the film, and the digital  
13 campaign.

14 We have also identified individuals in those requests  
15 that Case and Koslow would have no reason to be communicating  
16 with but for the engagement through The Agency Group to provide  
17 the alleged services in connection with the digital campaign.  
18 So for this reason, we do maintain that the requests as they're  
19 stated initially are appropriate.

20 Now, with respect to the requests as modified, I would  
21 like to touch on two points to that.

22 First is that there really was no agreement --

23 THE COURT: Maybe you can answer my question. It  
24 sounds like you are defending the requests as they're drafted.  
25 My question was whether you are today asking for anything less

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1 than the requests as drafted, because sometimes it is the case  
2 that parties, when they move to compel, recognize that what  
3 they asked for initially is not their strongest argument for  
4 what they should get at the end of the day.

5 So tell me whether you are willing to agree to push  
6 for something narrower than what you have asked for.

7 MS. BENDER: Your Honor, while we do maintain that  
8 they are appropriate, we are willing to live with respect to  
9 requests No. 1, 5, 6, and 7.

10 THE COURT: Meaning that those are the only requests  
11 that you are going to push right now?

12 Is that correct?

13 MS. BENDER: That's right, your Honor. I think our  
14 position would be that the communications with any of the  
15 individuals in the other requests would be encompassed in  
16 those.

17 THE COURT: Okay.

18 MS. BENDER: So with respect to the assertions by  
19 counsel for Case and Koslow that there was an agreement, there  
20 really wasn't, and our position is that this is evident in  
21 Exhibit C to our opening letter motion. Our proposal at the  
22 outset was that we could narrow the scope in return for  
23 assurances --

24 THE COURT: Let me interrupt you for a moment. I am  
25 not particularly interested right now in whether there was a

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1 prior agreement. Maybe Mr. Breed can convince me that that is  
2 relevant, but I don't see that as being particularly relevant  
3 except insofar as it may reflect what it is that you really  
4 need or reflect an understanding with respect to burden.

5 What you are going to need to do is convince me under  
6 Rule 26 that what you are asking for is what you should get and  
7 what Mr. Breed is suggesting I should not accept.

8 So let's put aside the prior communications and just  
9 argue it to me as if there were not those prior communications.

10 MS. BENDER: Sure, your Honor.

11 So with respect to the issue of burden, while the  
12 Court may consider alternate sources of discovery in assessing  
13 the burden on third parties there is no requirement that  
14 parties losses be exhausted before turning to third parties.  
15 Multiple other third parties in this case have acknowledged  
16 this fundamental principle, having made productions that  
17 include communications with parties in the case.

18 Regardless, it's not as though we are short-circuiting  
19 the party discovery in favor of seeking it exclusively from  
20 Ms. Case and Koslow. Here we have propounded requests for  
21 production to the Wayfarer parties on these subpoena topics,  
22 including the film, the marketing, the digital campaign, and  
23 the actions. That's evidenced in the requests for production  
24 that are on this Court's docket at docket 202.

25 This is important because the case law is clear that

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1 Ms. Lively can permissibly seek even overlapping and sometimes  
2 potentially duplicative discovery on these subjects from the  
3 Wayfarer parties while also seeking it from Ms. Case and  
4 Ms. Koslow, and we provided authority for that on page 3 of our  
5 letter motion at docket 363.

6 Even if Ms. Lively were required in the ordinary case  
7 to exhaust party discovery before turning to third parties, we  
8 really are long past the point of that for it to be workable  
9 here in this expedited case.

10 The Wayfarer parties have produced nothing with Case  
11 and Koslow and virtually no communications as compared to  
12 documented at all. That, again, is despite the fact that  
13 substantial completion of document production for the parties  
14 concluded in exactly a week.

15 I would also submit that exhaustion as to party  
16 discovery is really not well suited to this context, where the  
17 third parties are known to have relevant communications. And  
18 the production of even information exclusively within the  
19 control of Case and Koslow has been substantially delayed given  
20 their position that they should not be required to make more  
21 than a single production even for those materials.

22 Ms. Case and Ms. Koslow do indicate in their  
23 opposition in their first footnote, they take the position that  
24 Ms. Lively could circle back to the vast majority of the  
25 requests once party discovery is closed. But this really

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1 misses the point from our perspective as to the value of this  
2 third-party discovery, and would deprive Ms. Lively of really  
3 any ability to use materials received from Ms. Case and  
4 Ms. Koslow to further her own discovery or use the information  
5 in advance of dispositive briefing or trial.

6 We did --

7 THE COURT: Counsel, have you noticed the deposition  
8 of Ms. Case and Ms. Koslow?

9 MS. BENDER: We have not, your Honor. The parties  
10 have a plan to meet and confer tomorrow to set a deposition  
11 schedule for individuals who may be deposed.

12 THE COURT: And refresh me what your time period is  
13 for the completion of depositions.

14 When does that close?

15 MS. BENDER: That closes at the end of fact discovery,  
16 currently set for August 14.

17 THE COURT: Okay.

18 MS. BENDER: And there have been several other noticed  
19 depositions, including on July 9, July 17 and others.

20 THE COURT: Okay. You may proceed.

21 MS. BENDER: With respect to other calculations as to  
22 burden, again, as outlined in Exhibit C, we really have made  
23 multiple attempts to lessen the burden, in April proposing to  
24 narrow the requests, although again the caveat there was no  
25 agreement; in May offering to foot the cost. And really in the

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1 course of negotiations we even offered to relieve Ms. Case and  
2 Ms. Koslow of individual obligations to produce information  
3 from their personal devices, so long as The Agency Group agreed  
4 to produce the materials on their behalves. That was an offer  
5 that counsel for the Wayfarer parties, despite having attended  
6 the conferral process to that point, declined to accept.

7 So we really have no other resort except to receive  
8 these materials from Ms. Case and Ms. Koslow, and it's really  
9 an important point because I think the vast majority, given  
10 what we know, the vast majority of communications conducted by  
11 crisis and PR individuals is on personal devices, typically  
12 through group communications.

13 I would like to just briefly address the point as to  
14 why requests that would be modified in any way to exclude the  
15 communications would be problematic.

16 So the modifications that were kind of addressed and  
17 proposed back in April would be problematic to exclude group  
18 messages. That was never the intent of the proposals.

19 The fact that there is a dispute only underscores the  
20 lack of agreement. The proposals were driven by unspecific  
21 concerns raised by counsel for Case and Koslow as to the  
22 overbreadth of the case.

23 Ms. Lively had offered to change her request for  
24 communications from with and concerning certain individuals  
25 just to concerning them. So, in other words, the requests were

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1 proposed to be modified to exclude certain one-on-one  
2 communications with specified individuals.

3 It was never our intent to suggest that the presence  
4 of any of these specific individuals would somehow serve as  
5 immunity from production. That construction would be extremely  
6 problematic in the context of this case, where it would really  
7 inoculate from production what we think will be the vast  
8 majority of the communications, given that crisis and PR  
9 individuals in this case, including Case, Koslow, and the  
10 Wayfarer parties have operated predominantly through group  
11 communications from what we have seen so far.

12 THE COURT: So let me interrupt you again for a  
13 moment.

14 Requests 1, 5, 6, and 7, do not contain the language  
15 "with or concerning." They just contain the language  
16 "concerning."

17 I take it it is your view that those requests as  
18 drafted would encompass, for example, looking at request No. 1,  
19 all documents and communications concerning the subjects  
20 mentioned there, including documents and communications that  
21 were shared with any of the Wayfarer parties, including the  
22 group communications.

23 Am I understanding you correctly?

24 MS. BENDER: That's exactly right.

25 THE COURT: Okay.

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1 MS. BENDER: I am happy to answer further questions.  
2 Otherwise, I think our main points have been made.

3 THE COURT: I don't think you have answered all of the  
4 questions.

5 One of the questions had to do with the cost-sharing  
6 offer and with the means by which the documents were to be  
7 searched and produced. I understood from the letters that  
8 there was some back and forth with respect to the Lively  
9 parties perhaps assuming some of the costs. Perhaps there was  
10 an issue with respect to whether the Lively parties would have  
11 their vendor do the search.

12 There was I think a request by Case and Koslow that  
13 the individuals would do a search themselves. I don't know if  
14 there is an issue with respect to that, and I don't know  
15 whether there is still an outstanding offer from the Lively  
16 parties to pay the costs, or if there's not an offer, why I  
17 shouldn't impose on the Lively parties an obligation to pay the  
18 cost.

19 MS. BENDER: Understood, your Honor.

20 So that pending offer if Court feels that it is  
21 appropriate to include some kind of cost sharing in order to  
22 further reduce the burden on the third parties, we are amenable  
23 to that.

24 THE COURT: Is there any issue I need to address with  
25 respect to the means of searching?

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1 MS. BENDER: No, your Honor. I think the parties had  
2 a mutual understanding as to what that would look like,  
3 including search terms.

4 THE COURT: Okay.

5 You originally asked for an order that I compel the  
6 production of documents I think by June 27. That date is  
7 rapidly approaching. I am not going to order production by  
8 June 27.

9 What is your request now?

10 MS. BENDER: Well, your Honor, understanding that's  
11 three days away, we appreciate that. We would ask that the  
12 documents be produced essentially in the next ten days. We  
13 would need time to review those documents in response of a  
14 deposition scheduled currently for July 9. With the  
15 intervening holiday, we would prefer for it to be early I would  
16 say next week, but no later than the 7th of July.

17 THE COURT: Okay.

18 I will give you time at the conclusion to respond, if  
19 necessary, to argument made by counsel for Case and Koslow.

20 Let me now hear from you, Mr. Breed.

21 MR. BREED: Thank you, your Honor. Maxwell Breed of  
22 Pryor Cashman LLP, again, for Ms. Case and Ms. Butler Koslow.

23 I am going to modulate my approach a little bit based  
24 on what was just said for a few different reasons. I find it  
25 interesting that at the close of counsel's argument she

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1 acknowledged that there were mutual understandings reached,  
2 which kind of cuts against the whole point that there were not  
3 understandings or there were not agreements. But laying that  
4 aside, I do think that there are some misconceptions floating  
5 around about the role that Ms. Case and Ms. Butler Koslow  
6 played here.

7 Counsel mentioned at the start of her presentation  
8 that our clients' communications are in the complaint, featured  
9 in the complaint. That is actually not so. They are passive  
10 participants on some group texts and e-mails. There's no word  
11 by Ms. Case or Ms. Butler Koslow at all. That's contrary to  
12 what counsel just said.

13 There is another misconception here, which is about  
14 the nature of what The Agency Group PR even does. They are an  
15 earned media PR company. Their role in any sort of digital  
16 manipulation conspiracy that's being alleged really wouldn't be  
17 what is claimed.

18 So this idea that our clients would, you know, might  
19 even have communications, you know, concerning these things,  
20 you know, is fraught at best, and it certainly doesn't rise to  
21 the level of burden proving, you know, that needs to be  
22 established in order to impose these onerous production burdens  
23 on nonparty witnesses.

24 And that's what Ms. Butler Koslow and Ms. Case are  
25 here. They are nonparties who are employees of a party. That

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1 party has of course been subject to the Court's jurisdiction  
2 since the onset of this case and of course must produce  
3 discovery here. That's why for the past several months over  
4 the course of several meet-and-confers there have been  
5 understandings reached with respect to necessary limitations of  
6 the requests in these subpoenas.

7 And that counsel today would give up most of what's  
8 sought in favor of just five categories is also telling that  
9 the subpoenas as propounded were overbroad and unduly  
10 burdensome. That counsel would concede that cost-shifting  
11 would be appropriate again concedes the overbreadth and unduly  
12 burdensome nature of the subpoenas as propounded.

13 Your Honor had asked that we address where in the  
14 record agreements are reflected.

15 THE COURT: No, Mr. Breed. What I would like you to  
16 do -- there is an echo. Mr. Breed, it is undoubtedly caused by  
17 your mechanism of communicating with the Court. Maybe, as you  
18 have, put yourself on mute.

19 What I would like you to do is confine yourself to the  
20 points that you made in your letter to the Court. There you  
21 made an argument with respect to time period, you made an  
22 argument with respect to the issue of group texts, and you made  
23 an argument with time period.

24 Those are the issues that, as I understand it, are  
25 before the Court. So that's what I would like to hear from you

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1 on.

2 MR. BREED: Thank you, your Honor. I apologize for  
3 any echo that my device is creating here. I will have to talk  
4 to my IT group about that.

5 One, to address time period, first, The Agency Group  
6 PR was only retained August 2, 2024. So before that date there  
7 ought not be any communications in my client's possession that  
8 would be discoverable or even in existence.

9 So we had offered July 1 forward. That counsel would  
10 now be seeking through the present is somewhat confusing,  
11 because my understanding, our understanding is that discovery  
12 has been limited, party discovery has been limited by the date  
13 on which Ms. Lively filed her California complaint, which is  
14 December 21.

15 So we would agree, and we would have agreed before  
16 this was brought to the Court's attention, to July 1 through  
17 December 21 of 2024 as far as a collection period and review  
18 period goes.

19 THE COURT: What do you have to say, Mr. Breed, about  
20 the fact that the complaint alleges continuing violations?

21 MR. BREED: First I would say with respect to  
22 Ms. Case, that's simply not even conceivable because Ms. Case  
23 has not been employed by The Agency Group PR since I believe  
24 December 31. Sometime in December she had left that employ.

25 With respect to Ms. Butler Koslow, I would say that

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1 that is also inconceivable, because, as I understand it, any  
2 work on behalf of this client had ceased early in the fall if  
3 not late summer of 2024. So there ought not be anything  
4 discoverable for the purposes that discovery is sought outside  
5 of the period that I mentioned.

6 THE COURT: Okay. Let me hear from you --

7 MR. BREED: I'm sorry, your Honor. You wanted to hear  
8 about the group texts as well, correct?

9 THE COURT: Yes. All of the points that you made in  
10 your argument.

11 MR. BREED: With respect to the group texts, it is an  
12 interesting thing that counsel would maintain that there is a  
13 need for dual even or even multiple production of those  
14 materials, because, number one, they have a great many of these  
15 materials. They feature in the complaint. And this goes to  
16 the fact that they have since the fall of 2024 been in the  
17 possession of Jenna Bell's mobile device or at least the data  
18 from that mobile device. So a lot of what they're saying that  
19 they don't have or they desperately need has been in their  
20 possession for almost a year.

21 You know, that said, this notion that nonparty  
22 witnesses ought to double or triple or quadruple produce what  
23 is already going to be produced by party participants is  
24 unreasoned. I don't see how that is proper discovery from  
25 individuals who are, you know, who are not implicated in the

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1 dispute, you know, when their employer or former employer is.

2 Those materials ought to be produced. Even in a  
3 rather striking footnote in the reply to our letter motion, it  
4 was the final footnote, there is an admission at footnote 2  
5 that the Wayfarer parties have made a voluminous production and  
6 that Lively counsel has not yet had an opportunity to search  
7 that production to confirm whether these group texts or other  
8 texts, you know, that would have been multiply produced have  
9 been produced.

10 So, you know, on the one hand they are saying that  
11 they --

12 THE COURT: Mr. Breed, as I understand it, the  
13 Wayfarer parties refused to indicate the particular custodians  
14 whose devices have been searched.

15 Do you have information that's different from that?

16 MR. BREED: I don't, your Honor. I only know the  
17 information from the custodial interviews that we've conducted  
18 with our clients. And we stand ready, willing, and able to  
19 collect and produce from their devices that were actually used  
20 on behalf of TAG or themselves, you know, with respect to these  
21 matters during the relevant time period.

22 THE COURT: Okay.

23 MR. BREED: So, your Honor, without going on too much  
24 longer, I would, you know, just to sort of wrap things up, you  
25 know, I would like to note that we -- as noted in my letter to

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1 your Honor, you know, we are prepared to collect and produce,  
2 you know, within a reasonable time period, subject to the  
3 limitations, you know, that were already understood and, you  
4 know, perhaps not consummated in a final writing, but, you  
5 know, certainly negotiated through an extensive meet-and-confer  
6 process.

7 Those are summarized at paragraphs 10 and 11 of my  
8 declaration, which is document 359, and that correspondingly  
9 references e-mails that are attached to that declaration, you  
10 know, that show the scoping agreements that we had reached.

11 So we would suggest that those be imposed upon the  
12 narrowed requests that counsel has now presented for the five  
13 or so individual requests within the subpoenas, and we would  
14 also suggest that the cost-shifting that had been proposed and  
15 agreed be imposed upon any agreement or order here.

16 And we would suggest also that the time period be  
17 July 1 through December 21 of 2024. And in the first instance  
18 that there not be a need to collect or review group texts  
19 involving excluded parties, which means parties and party  
20 principals. The reason for that being that simply the review  
21 time is time that is allocable to our client, so there is a  
22 cost. You know, the more that we had to look at before we  
23 produce, the greater the cost is.

24 But we are still somewhat confused why we are before  
25 the Court today, because we had come to the last couple of

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1 issues, and, you know, we could have resolved those issues in  
2 the nine days it took the Lively parties to move the Court.

3 THE COURT: Okay. Can you refresh me with what you  
4 said about when Ms. Case left TAG and your argument with  
5 respect to the end of the time period for Butler Koslow?

6 MR. BREED: Ms. Case has not been an employee of TAG  
7 since December of 2024. I am not sure of the exact date, but  
8 I'm happy to submit a letter to your Honor confirming that and  
9 making a specific representation.

10 THE COURT: Okay. What was it with respect to  
11 Ms. Butler Koslow.

12 MR. BREED: With respect to Ms. Butler Koslow what I  
13 had mentioned is that the time on which TAG was working on this  
14 account was far narrower than what has been mentioned  
15 previously.

16 My understanding is that that time period runs, you  
17 know, from August 2, the moment of their retention until  
18 sometime in September. You know, hence our offer to extend  
19 matters to December 21, which represents the initiation of  
20 litigation by Lively, which is, I think more importantly, my  
21 understanding, our understanding is that that date has been an  
22 agreed bounding date for other party productions. So certainly  
23 the nonparties ought not be subject to a broader period than  
24 parties would have been subject.

25 And also, of course, you know, after that date I think

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1 that the probability of there being, you know, probative or  
2 discoverable evidence relating to matters that took place well  
3 before then is limited decidedly.

4 THE COURT: Thank you. All right.

5 Ms. Bender, any responses?

6 MS. BENDER: Yes, your Honor. Very briefly.

7 So the end of the relevant time period in this case  
8 has functionally been resolved by this Court's order last  
9 Wednesday acknowledging that the smear campaign is alleged to  
10 be ongoing, and therefore documents are relevant postdating the  
11 December filing of the CRD complaint.

12 There is no agreement --

13 THE COURT: But, Ms. Bender, do you have any  
14 information that TAG was working for the Wayfarer parties  
15 beyond the end of December of 2024?

16 MS. BENDER: The one piece of information that I can  
17 think of at present is Ms. Koslow at least appears on a  
18 privileged log in connection with Skyline. Skyline is an  
19 entity that apparently was retained to post documents about the  
20 Exhibit A by the Wayfarer parties.

21 Other than that, we don't either way, but I would  
22 argue that, given that the allegations are that TAG was further  
23 involved, there is no reason to arbitrarily limit it as to  
24 these individuals if the defendants themselves are required to  
25 postdate productions past December, especially since we have no

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1 guarantees that the documents that are going to be provided by  
2 TAG are going to include any documents and communications from  
3 Ms. Case and Ms. Koslow.

4 I do think that that is important, because it's not as  
5 though the Wayfarer parties have provided voluminous  
6 productions, and the lack of communications of Ms. Case and  
7 Koslow are some kind of smoking gun that they are actually not  
8 relevant to this dispute. Rather, it is an indicator that  
9 Ms. Case and Koslow really are the best source to be producing  
10 these documents themselves in time for Ms. Lively to make  
11 available any of the information in discovery.

12 I know counsel for Ms. Case and Koslow has said  
13 multiple times that there not ought to be certain documents  
14 that are going to be produced and may not exist. But I think  
15 we are entitled to test that assumption in the course of  
16 third-party discovery, especially for the limited time period  
17 and on the topics that we have requested.

18 I am happy to answer any other particular questions,  
19 but those are the main points that I really wanted to hit on.

20 THE COURT: All right. I am going to take a brief  
21 recess. What that means is that I am putting you all on mute  
22 and turning off the view function. It also means that if you  
23 speak and you are not muted, I will be able to hear you. So my  
24 recommendations to each of you is that you mute yourselves.  
25 Please stay available because I expect to be back on shortly

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1 and to give you a ruling.

2 (Recess)

3 THE COURT: Okay. This is Judge Liman. Do I have  
4 counsel for the Wayfarer parties on?

5 MR. BREED: Yes, your Honor. I'm back.

6 THE COURT: I'm prepared to rule.

7 The Court is granting the motion to compel as  
8 modified. I am compelling the production of documents  
9 responsive to requests 1, 5, 6, and 7 of the subpoenas directed  
10 to Case and Koslow.

11 For the avoidance of doubt, the production will  
12 include responsive documents that involve communications with  
13 Baldoni, Heath, Sarowitz, and Abel, but it will not be limited  
14 to responsive documents including those individuals. In other  
15 words, I am rejecting the argument by Case and Koslow that the  
16 requests should be modified so as to exclude the quote-unquote  
17 Wayfarer parties.

18 With respect to time period, I'm finding that the time  
19 period suggested by the Willkie Farr firm in their letter at  
20 docket 321 of July 1, 2024, to March 3, 2025, is reasonable,  
21 and the production shall be limited to documents within that  
22 time period. That time period is intended to encompass the  
23 weeks before the engagement of TAG.

24 With respect to the argument that TAG's involvement  
25 ended at the end of December, I've previously ruled that

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1 documents are responsive going beyond December, given the  
2 allegation in the complaint that there's a continuing  
3 violation.

4 With respect to Mr. Breed's argument that the work  
5 stopped in December, that should mean that there would be very  
6 few documents after December, but plaintiffs certainly are  
7 entitled to probe that representation. The period until  
8 March 3 is not so lengthy that it would be considered to be  
9 burdensome.

10 Production shall be made by 5:00 p.m. on July 7.

11 To address the issues with respect to burden and given  
12 particularly that the requests here are made to individuals and  
13 not to a corporation, and given in particular the prior  
14 comments made by the Lively parties, in order to address the  
15 issue of burden, I am going to order that there be cost sharing  
16 to the following extent:

17 Ms. Lively will cover the costs identified in the  
18 second bullet point of the document at Docket No. 359-9 at page  
19 8 of 26.

20 That document is an e-mail from Ms. Bender dated  
21 May 20, 2025, but I am incorporating into my order the second  
22 bullet point on page 8 of 26 of docket 359-9.

23 I've considered all of the parties' arguments under  
24 the relevant standards under Rule 26, assessing the likely  
25 relevance of the documents to the case and the questions of

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1 burden. What you have now are my conclusions.

2 Is there anything else I need to do today, Ms. Bender,  
3 with respect to this request?

4 MS. BENDER: No, your Honor. Thank you.

5 THE COURT: Mr. Breed?

6 MR. BREED: No, your Honor.

7 Will there be a written record or will there be the  
8 transcript standing as the order in this case?

9 THE COURT: Does anybody require there to be a written  
10 order from me?

11 MS. BENDER: On behalf of Blake Lively, no. Thank  
12 you.

13 MR. BREED: No, your Honor.

14 You were clear on the record here, but we will request  
15 a transcript, and we will use that as the basis for it, and  
16 we'll confer with Ms. Bender about getting the vendor on board  
17 and making the production.

18 I will note just to clarify one thing for what it's  
19 worth, neither of my clients have received deposition notices.  
20 So there is, you know, how they could be implicated in the  
21 conference call about party depositions is somewhat beyond me,  
22 but, you know, it does speak to the vitality of their roles in  
23 this.

24 THE COURT: Okay. We are concluded.

25 I want to thank the counsel for the presentations and

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1 for making themselves available on short order.

2 Have a good afternoon everybody.

3 MR. BREED: Likewise, your Honor. Thank you.

4 (Adjourned)

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