EXHIBIT 2 - PART 3

EXHIBIT 50

[redacted]

Thread Participants: [redacted] Melissa Nathan (Owner); [redacted] Jen Abel DO NOT USE
Active Participants: [redacted] Melissa Nathan (Owner); [redacted] Jen Abel DO NOT USE
First Message: 8/7/2024 10:31:29 AM
Last Message: 8/7/2024 9:36:23 PM

[redacted] **Melissa Nathan (Owner)**
I'm just going to say one thing.
This is the time to make decision on social planning.

Would rather be in the front in the back- and it cost way more in the back.

That's all I will say, and I hope that I am 100% wrong. But just have to flag you know that's my job.

8/7/2024 10:31:29 AM

[redacted] **Jen Abel DO NOT USE**
Do you think we need it ?
8/7/2024 10:31:52 AM

[redacted] **Jen Abel DO NOT USE**
From what you're seeing
8/7/2024 10:31:57 AM

[redacted] **Jen Abel DO NOT USE**
Because we have also a planned response if needed
8/7/2024 10:32:06 AM

[redacted] **Jen Abel DO NOT USE**
Considering all of the interviews he is doing between now and Friday
8/7/2024 10:32:20 AM

[redacted] **Melissa Nathan (Owner)**
Not this second. But it's one of those better safe than sorry.
But from what I'm saying, I don't think you need it this second.
But just want to be really, really aware .
8/7/2024 10:33:11 AM

[redacted] **Melissa Nathan (Owner)**
I am an over planner. Because you know socials..
8/7/2024 10:33:25 AM

[redacted] **Jen Abel DO NOT USE**
Understand. We should get on a call with Jamey today
8/7/2024 10:33:38 AM

[redacted] **Jen Abel DO NOT USE**
We will likely have a break around 1130
8/7/2024 10:33:47 AM

[redacted] Jen Abel DO NOT USE
Et
8/7/2024 10:33:49 AM

[redacted] Melissa Nathan (Owner)
From my friend at TMZ

" Justin Baldoni tips hitting our email about his beef with Blake and Colleen Hoover"
8/7/2024 10:52:23 AM

[redacted] Jen Abel DO NOT USE
What are the tips
8/7/2024 10:53:22 AM

[redacted] Melissa Nathan (Owner)
I asked that was my follow-up question
8/7/2024 10:53:51 AM

[redacted] Jen Abel DO NOT USE
If we can kill before we do the today show
8/7/2024 10:54:05 AM

[redacted] Jen Abel DO NOT USE
😂😵
8/7/2024 10:54:09 AM

[redacted] Melissa Nathan (Owner)
Nothing to kill right now, don't worry
8/7/2024 10:54:24 AM

[redacted] Jen Abel DO NOT USE
Phew
8/7/2024 10:54:33 AM

[redacted] Jen Abel DO NOT USE
Thank god for you
8/7/2024 10:54:40 AM

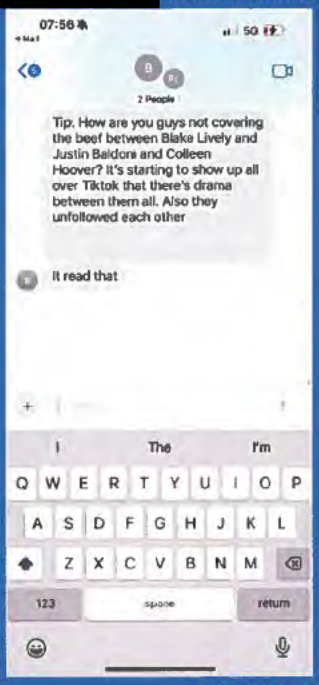
[redacted] Melissa Nathan (Owner)
Just to be aware.

Oh God, Famous Last Words Jen .

This might be a fight, but we will come through it well.

That's all that matters .
8/7/2024 10:55:17 AM

[redacted] Melissa Nathan (Owner)



8/7/2024 10:56:17 AM

[redacted] **Jen Abel DO NOT USE**
It's all fan speculation because he was in Sweden and then as a director did press separately
8/7/2024 10:59:05 AM

[redacted] **Jen Abel DO NOT USE**
And then just say they never fucking followed
8/7/2024 10:59:12 AM

[redacted] **Jen Abel DO NOT USE**
lol
8/7/2024 10:59:14 AM

[redacted] **Jen Abel DO NOT USE**
I hate everyone
8/7/2024 10:59:17 AM

[redacted] Melissa Nathan (Owner)
Loved "I hate everyone "
8/7/2024 11:00:04 AM

[redacted] Melissa Nathan (Owner)
Same
8/7/2024 11:00:08 AM

[redacted] Melissa Nathan (Owner)
BL vogue cover just dropped
Reading
8/7/2024 11:17:13 AM

[redacted] Jen Abel DO NOT USE
I read it
8/7/2024 11:17:39 AM

[redacted] Jen Abel DO NOT USE
It's fine
8/7/2024 11:17:41 AM

[redacted] Jen Abel DO NOT USE
Barely anything about the movie. The entire thing is meaningless fluff
8/7/2024 11:17:54 AM

Redacted - NR

[redacted] Melissa Nathan (Owner)
She finishes the cookie and brushes off the crumbs. Her ear jewelry sparkles in the light.
8/7/2024 11:21:53 AM

[redacted] Jen Abel DO NOT USE
8/7/2024 11:22:12 AM

[redacted] Melissa Nathan (Owner)
We can't change that headline - it's not a place that would it's click bait and it's reporting on what happened (which did happen)

We need to concentrate on the big media and socials
8/7/2024 2:52:17 PM

[redacted] Melissa Nathan (Owner)
But monitor that article heavily
8/7/2024 2:52:29 PM

[redacted] Jen Abel DO NOT USE
Ok copy
8/7/2024 2:53:08 PM

[redacted] Jen Abel DO NOT USE
I think we really need to put the social combat plan then into motion
8/7/2024 2:53:31 PM

[redacted] Melissa Nathan (Owner)
So do I
8/7/2024 2:54:20 PM

[redacted] Melissa Nathan (Owner)
We are heavily monitoring trust me
And have our friendlies updating us as well
8/7/2024 2:55:08 PM

[redacted] Jen Abel DO NOT USE
Can you call Jamey and get the free light?
8/7/2024 2:55:23 PM

[redacted] Jen Abel DO NOT USE
Green light
8/7/2024 2:55:27 PM

[redacted] Melissa Nathan (Owner)
Yes
8/7/2024 2:55:28 PM

[redacted] Jen Abel DO NOT USE
Sorry we are back in press
8/7/2024 2:55:34 PM

[redacted] Melissa Nathan (Owner)
Loved "Sorry we are back in press "
8/7/2024 2:55:39 PM

[redacted] Melissa Nathan (Owner)

Variety: 'It Ends with Us' Review: Blake Lively Stars in a Romantic Soap Opera That Turns Dark and Stays Convincing
https://variety.com/2024/film/reviews/it-ends-with-us-review-blake-lively-1236097332/
(https://variety.com/2024/film/reviews/it-ends-with-us-review-blake-lively-1236097332/)

The Hollywood Reporter: Justin Baldoni on Filming Ryle's Darker 'It Ends With Us' Scenes With Help From Blake Lively, Female Coordinators
https://www.hollywoodreporter.com/movies/movie-news/justin-baldoni-ryle-it-ends-with-us-darker-scenes-blake-lively-1235967871/
(https://www.hollywoodreporter.com/movies/movie-news/justin-baldoni-ryle-it-ends-with-us-darker-scenes-blake-lively-1235967871/)

The Hollywood Reporter: 'It Ends With Us' Review: Blake Lively Stars in Serviceable Adaptation of Colleen Hoover Novel
https://www.hollywoodreporter.com/movies/movie-reviews/it-ends-with-us-review-blake-lively-colleen-hoover-1235967117/
(https://www.hollywoodreporter.com/movies/movie-reviews/it-ends-with-us-review-blake-lively-colleen-hoover-1235967117/)

Deadline: 'It Ends With Us' Review: Blake Lively & Justin Baldoni Deliver In Nuanced Feature Take Of Colleen Hoover Bestseller
https://deadline.com/2024/08/it-ends-with-us-review-blake-lively-justin-baldoni-1236033267/
(https://deadline.com/2024/08/it-ends-with-us-review-blake-lively-justin-baldoni-1236033267/)

The Wrap: 'It Ends With Us' Review: Blake Lively Shines in a Glossy Herstory of Passion and Violence
https://www.thewrap.com/it-ends-with-us-movie-review-blake-lively/ (https://www.thewrap.com/it-ends-with-us-movie-review-blake-lively/)

CBS News: Justin Baldoni talks "It Ends with Us" movie adaptation
https://www.cbsnews.com/video/justin-baldoni-talks-it-ends-with-us-movie-adaptation/
(https://www.cbsnews.com/video/justin-baldoni-talks-it-ends-with-us-movie-adaptation/)

USA Today: Blake Lively, Justin Baldoni lead book-to-movie adaptation 'It Ends with Us'
https://www.usatoday.com/videos/entertainment/books/2024/08/07/it-ends-with-us-trailer/74701620007/
(https://www.usatoday.com/videos/entertainment/books/2024/08/07/it-ends-with-us-trailer/74701620007/)

New York Post: Ryan Reynolds wrote an 'iconic' scene in Blake Lively's new movie 'It Ends With Us'
https://nypost.com/2024/08/07/entertainment/blake-lively-sayryan-reynolds-wrote-rooftop-scene-in-blake-lively/
(https://nypost.com/2024/08/07/entertainment/blake-lively-sayryan-reynolds-wrote-rooftop-scene-in-blake-lively/)

The Washington Post: 'It Ends With Us' is glittery and traumatic. And, oh, those abs.

(https://www.washingtonpost.com/entertainment/movies/2024/08/07/it-ends-with-us-movie-hoover/)
https://www.washingtonpost.com/entertainment/movies/2024/08/07/it-ends-with-us-movie-hoover/
(https://www.washingtonpost.com/entertainment/movies/2024/08/07/it-ends-with-us-movie-hoover/)
Today: Justin Baldoni's kids: Meet the family he shares with wife Emily
https://www.today.com/popculture/movies/justin-baldoni-kids-rcna164885
(https://www.today.com/popculture/movies/justin-baldoni-kids-rcna164885)
Today: Justin Baldoni's wife: All about Emily Baldoni
https://www.today.com/popculture/movies/justin-baldonis-wife-rcna164886
(https://www.today.com/popculture/movies/justin-baldonis-wife-rcna164886)
Rolling Stone: 'It Ends With Us': Blake Lively's Tearjerker Is the Starbucks Latte of Movies
https://www.rollingstone.com/tv-movies/tv-movie-reviews/it-ends-with-us-review-blake-lively-1235070617/
(https://www.rollingstone.com/tv-movies/tv-movie-reviews/it-ends-with-us-review-blake-lively-1235070617/)
People: See Blake Lively, Ryan Reynolds, Justin Baldoni and More Stars Arrive at the It Ends with Us Premiere in N.Y.C.
https://people.com/it-ends-with-us-premiere-red-carpet-arrivals-photos-8691217 (https://people.com/it-ends-with-us-premiere-red-carpet-arrivals-photos-8691217)
The Guardian: It Ends with Us review – Blake Lively anchors glossy romance adaptation
https://www.theguardian.com/film/article/2024/aug/07/it-ends-with-us-review-blake-lively-colleen-hover
(https://www.theguardian.com/film/article/2024/aug/07/it-ends-with-us-review-blake-lively-colleen-hover)
The Telegraph: It Ends with Us: Blake Lively's queasy drama repackages domestic violence as slick romance
https://www.telegraph.co.uk/films/0/it-ends-with-us-review-coleen-hoover-blake-lively/
(https://www.telegraph.co.uk/films/0/it-ends-with-us-review-coleen-hoover-blake-lively/)
Time Magazine: It Ends With Us Can't Quite Turn Trauma into Drama
https://time.com/7008496/it-ends-with-us-review/
(https://time.com/7008496/it-ends-with-us-review/)
Observer: 'It Ends With Us' Review: Blake Lively Saves This Romantic Drama From a Soapy Fate
https://observer.com/2024/08/it-ends-with-us-review-blake-lively-saves-this-romantic-drama-from-a-soapy-fate/
(https://observer.com/2024/08/it-ends-with-us-review-blake-lively-saves-this-romantic-drama-from-a-soapy-fate/)
We Got This Covered: 'Avoiding each other like the plague': The 'It Ends With Us' press tour saw one major player missing, and fans have questions
https://wegotthiscovered.com/celebrities/the-it-ends-with-us-press-tour-saw-one-major-player-missing-and-fans-have-questions/

(https://wegotthiscovered.com/celebrities/the-it-ends-with-us-press-tour-saw-one-major-player-missing-and-fans-have-questions/)
Harper's Bazaar India: Justin Baldoni talks collaborating with Blake Lively and the challenges and triumphs of adapting 'It Ends With Us'
https://www.harpersbazaar.in/culture/story/from-page-to-screen-justin-baldoni-on-collaborating-with-blake-lively-for-it-ends-with-us-1065686-2024-08-07
(https://www.harpersbazaar.in/culture/story/from-page-to-screen-justin-baldoni-on-collaborating-with-blake-lively-for-it-ends-with-us-1065686-2024-08-07)
Indie Wire: 'It Ends with Us' Review: Blake Lively and Justin Baldoni's Solid Colleen Hoover Drama Tackles Tricky Subject Matter
https://www.indiewire.com/criticism/movies/it-ends-with-us-movie-review-blake-lively-colleen-hoover-justin-baldoni-1235033131/
(https://www.indiewire.com/criticism/movies/it-ends-with-us-movie-review-blake-lively-colleen-hoover-justin-baldoni-1235033131/)
Footwear News: 'It Ends With Us' Premiere: See the Shoe Looks From Blake Lively, Justin Baldoni, Ryan Reynolds and More
https://footwearnews.com/fashion/celebrity-style/it-ends-with-us-premiere-fashion-shoes-blake-lively-1203673755/
(https://footwearnews.com/fashion/celebrity-style/it-ends-with-us-premiere-fashion-shoes-blake-lively-1203673755/)

Country & Townhouse: It Ends With Us: Blake Lively's New Film Is Out This Week

https://www.countryandtownhouse.com/culture/it-ends-with-us/ (https://www.countryandtownhouse.com/culture/it-ends-with-us/)

Holr Magazine:
JUSTIN BALDONI DRAMA IT ENDS WITH US CAST EXPLAINED

https://holrmagazine.com/justin-baldoni-drama-it-ends-with-us-cast-explained/ (https://holrmagazine.com/justin-baldoni-drama-it-ends-with-us-cast-explained/)

Newsday:
'It Ends with Us' review: Colleen Hoover's bestselling novel becomes middling Hollywood romance
(https://www.newsday.com/entertainment/movies/it-ends-with-us-review-mws98bpg)

https://www.newsday.com/entertainment/movies/it-ends-with-us-review-mws98bpg
(https://www.newsday.com/entertainment/movies/it-ends-with-us-review-mws98bpg)

Radio Times: It Ends with Us cast: All the stars in Blake Lively book adaptation

https://www.radiotimes.com/movies/it-ends-with-us-cast/ (https://www.radiotimes.com/movies/it-ends-with-us-cast/)

Collider: Is 'It Ends Wth Us' Streaming? Where To Watch the Blake Lively Movie

https://collider.com/it-ends-with-us-movie-streaming/ (https://collider.com/it-ends-with-us-movie-streaming/)

Slash Film: It Ends With Us Review: Good Intentions And Committed Performances Can't Escape The Curse Of Colleen Hoover's Book

https://www.slashfilm.com/1637745/it-ends-with-us-movie-review-colleen-hoover-blake-lively/ (https://www.slashfilm.com/1637745/it-ends-with-us-movie-review-colleen-hoover-blake-lively/)

Screen Rant:
Blake Lively's Controversial Movie Adaptation Debuts With Mixed Reviews On Rotten Tomatoes

https://screenrant.com/it-ends-with-us-movie-rotten-tomatoes-score-debut/ (https://screenrant.com/it-ends-with-us-movie-rotten-tomatoes-score-debut/)

Culturess: It Ends with Us is a frustratingly inert take on abusive relationships

https://culturess.com/posts/it-ends-with-us-is-a-frustratingly-inert-take-on-abusive-relationships-01j4pk6ygrmh (https://culturess.com/posts/it-ends-with-us-is-a-frustratingly-inert-take-on-abusive-relationships-01j4pk6ygrmh)

Little White Lies: It Ends With Us review – struggles to grapple with its heavy themes

https://lwlies.com/reviews/it-ends-with-us/ (https://lwlies.com/reviews/it-ends-with-us/)

Comic Book Resources: It Ends With Us Review: A Fine & Nuanced Depiction of Abuse

https://www.cbr.com/it-ends-with-us-review/ (https://www.cbr.com/it-ends-with-us-review/)

The Cinemaholic: It Ends with Us: Is the Movie Based on a True Story?

https://thecinemaholic.com/it-ends-with-us-true-story/ (https://thecinemaholic.com/it-ends-with-us-true-story/)

Spoiler: Justin Baldoni's love life: Is the 'It Ends with Us' actor single? What is known

https://spoiler.bolavip.com/en/celebrities/justin-baldoni-love-life (https://spoiler.bolavip.com/en/celebrities/justin-

baldoni-love-life)

Go Fug Yourself: Justin Baldoni Finally Arrived to Promote "It Ends With Us"

https://www.gofugyourself.com/justin-baldoni-finally-arrived-to-promote-it-ends-with-us-08-2024 (https://www.gofugyourself.com/justin-baldoni-finally-arrived-to-promote-it-ends-with-us-08-2024)

But Why Tho: REVIEW: 'It Ends With Us' Is Not For All Of Us

https://butwhytho.net/2024/08/it-ends-with-us-blake-lively-review/ (https://butwhytho.net/2024/08/it-ends-with-us-blake-lively-review/)

8/7/2024 3:11:58 PM

[redacted] **Jen Abel DO NOT USE**

Your sister is calling me

8/7/2024 5:31:43 PM

[redacted] **Melissa Nathan (Owner)**

I'm like ?

8/7/2024 5:32:07 PM

[redacted] **Jen Abel DO NOT USE**



8/7/2024 5:33:19 PM

[redacted] **Melissa Nathan (Owner)**

I just told her to stop

8/7/2024 5:33:32 PM

[redacted] **Jen Abel DO NOT USE**
lol
8/7/2024 5:33:42 PM

[redacted] **Jen Abel DO NOT USE**
Can we chat as a group at 630
8/7/2024 5:35:33 PM

[redacted] **Jen Abel DO NOT USE**
Et
8/7/2024 5:35:37 PM

[redacted] **Melissa Nathan (Owner)**
Yes 330 PT works
8/7/2024 5:35:51 PM

[redacted] **Jen Abel DO NOT USE**
Loved "Yes 330 PT works "
8/7/2024 5:35:56 PM

[redacted] **Jen Abel DO NOT USE**
What does Sara have lol
8/7/2024 5:39:44 PM

[redacted] **Melissa Nathan (Owner)**
On with DM
8/7/2024 5:40:59 PM

[redacted] **Melissa Nathan (Owner)**
Deux Moi
8/7/2024 5:41:06 PM

[redacted] **Melissa Nathan (Owner)**
Great chat with Deux
8/7/2024 5:54:20 PM

[redacted] **Melissa Nathan (Owner)**
Feel really good about it
8/7/2024 5:54:23 PM

[redacted] **Melissa Nathan (Owner)**
Now onto my sister
8/7/2024 5:54:30 PM

[redacted] **Melissa Nathan (Owner)**
Call me later if you want to vent.
You are doing a really fucking hard job right now in person
8/7/2024 7:31:07 PM

[redacted] **Jen Abel DO NOT USE**
You guys are so good
8/7/2024 7:31:24 PM

[redacted] **Jen Abel DO NOT USE**
Please put all of that in writing for me that would be so helpful
8/7/2024 7:31:36 PM

[redacted] **Melissa Nathan (Owner)**
I honestly think you are so good you are way more eloquent than I am. It's harder for me to describe crisis to people. I just do it.
8/7/2024 7:32:27 PM

[redacted] **Melissa Nathan (Owner)**
Loved "Please put all of that in writing for me that woul..."
8/7/2024 7:32:35 PM

[redacted] **Jen Abel DO NOT USE**
No way. You guys are great. And it's so helpful that you're drafting it and doing the work for me and for us. He feels good about this and loves that you are killing things and have the inside scoop
8/7/2024 7:34:44 PM

[redacted] **Melissa Nathan (Owner)**
Ok good. I want to be a really good partner to you especially
8/7/2024 7:35:13 PM

[redacted] **Jen Abel DO NOT USE**
Only because Justin is asking... did you connect with Sara?
8/7/2024 9:23:42 PM

[redacted] **Melissa Nathan (Owner)**
I did.
I'd rather have the conversation with you on your own though
There isn't a huge amount
But there's a couple of little things
But not from that list
8/7/2024 9:27:23 PM

[redacted] **Jen Abel DO NOT USE**
Ok. I'm at dinner so I can either try you tonight or call when I have a moment at a decent time tomorrow
8/7/2024 9:35:13 PM

[redacted] **Melissa Nathan (Owner)**
Perfect, don't worry it's not an ASAP for the second thing
8/7/2024 9:35:35 PM

[redacted] **Jen Abel DO NOT USE**
Ok great. So I can breathe a little
8/7/2024 9:35:47 PM

[redacted] Melissa Nathan (Owner)
Yes. Breathe. Plz
8/7/2024 9:36:23 PM

EXHIBIT 50

[redacted]

Thread Participants: [redacted] Melissa Nathan (Owner); [redacted] Jen Abel DO NOT USE
Active Participants: [redacted] Melissa Nathan (Owner); [redacted] Jen Abel DO NOT USE
First Message: 8/7/2024 10:31:29 AM
Last Message: 8/7/2024 9:36:23 PM

[redacted] **Melissa Nathan (Owner)**
I'm just going to say one thing.
This is the time to make decision on social planning.

Would rather be in the front in the back- and it cost way more in the back.

That's all I will say, and I hope that I am 100% wrong. But just have to flag you know that's my job.

8/7/2024 10:31:29 AM

[redacted] **Jen Abel DO NOT USE**
Do you think we need it ?
8/7/2024 10:31:52 AM

[redacted] **Jen Abel DO NOT USE**
From what you're seeing
8/7/2024 10:31:57 AM

[redacted] **Jen Abel DO NOT USE**
Because we have also a planned response if needed
8/7/2024 10:32:06 AM

[redacted] **Jen Abel DO NOT USE**
Considering all of the interviews he is doing between now and Friday
8/7/2024 10:32:20 AM

[redacted] **Melissa Nathan (Owner)**
Not this second. But it's one of those better safe than sorry.
But from what I'm saying, I don't think you need it this second.
But just want to be really, really aware .
8/7/2024 10:33:11 AM

[redacted] **Melissa Nathan (Owner)**
I am an over planner. Because you know socials..
8/7/2024 10:33:25 AM

[redacted] **Jen Abel DO NOT USE**
Understand. We should get on a call with Jamey today
8/7/2024 10:33:38 AM

[redacted] **Jen Abel DO NOT USE**
We will likely have a break around 1130
8/7/2024 10:33:47 AM

[redacted] Jen Abel DO NOT USE
Et
8/7/2024 10:33:49 AM

[redacted] Melissa Nathan (Owner)
From my friend at TMZ

" Justin Baldoni tips hitting our email about his beef with Blake and Colleen Hoover"
8/7/2024 10:52:23 AM

[redacted] Jen Abel DO NOT USE
What are the tips
8/7/2024 10:53:22 AM

[redacted] Melissa Nathan (Owner)
I asked that was my follow-up question
8/7/2024 10:53:51 AM

[redacted] Jen Abel DO NOT USE
If we can kill before we do the today show
8/7/2024 10:54:05 AM

[redacted] Jen Abel DO NOT USE
😬😳
8/7/2024 10:54:09 AM

[redacted] Melissa Nathan (Owner)
Nothing to kill right now, don't worry
8/7/2024 10:54:24 AM

[redacted] Jen Abel DO NOT USE
Phew
8/7/2024 10:54:33 AM

[redacted] Jen Abel DO NOT USE
Thank god for you
8/7/2024 10:54:40 AM

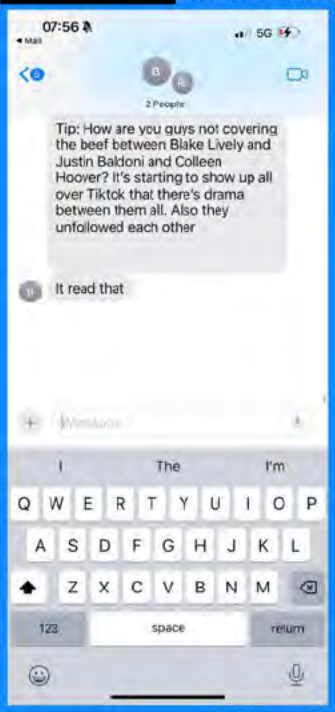
[redacted] Melissa Nathan (Owner)
Just to be aware.

Oh God, Famous Last Words Jen .

This might be a fight, but we will come through it well.

That's all that matters .
8/7/2024 10:55:17 AM

[redacted] Melissa Nathan (Owner)



8/7/2024 10:56:17 AM

[redacted] Jen Abel DO NOT USE
It's all fan speculation because he was in Sweden and then as a director did press separately
8/7/2024 10:59:05 AM

[redacted] Jen Abel DO NOT USE
And then just say they never fucking followed
8/7/2024 10:59:12 AM

[redacted] Jen Abel DO NOT USE
lol
8/7/2024 10:59:14 AM

[redacted] Jen Abel DO NOT USE
I hate everyone
8/7/2024 10:59:17 AM

[redacted] Melissa Nathan (Owner)
Loved "I hate everyone "
8/7/2024 11:00:04 AM

[redacted] Melissa Nathan (Owner)
Same
8/7/2024 11:00:08 AM

[redacted] Melissa Nathan (Owner)
BL vogue cover just dropped
Reading
8/7/2024 11:17:13 AM

[redacted] Jen Abel DO NOT USE
I read it
8/7/2024 11:17:39 AM

[redacted] Jen Abel DO NOT USE
It's fine
8/7/2024 11:17:41 AM

[redacted] Jen Abel DO NOT USE
Barely anything about the movie. The entire thing is meaningless fluff
8/7/2024 11:17:54 AM

Redacted - NR

[redacted] Melissa Nathan (Owner)
She finishes the cookie and brushes off the crumbs. Her ear jewelry sparkles in the light.
8/7/2024 11:21:53 AM

[redacted] Jen Abel DO NOT USE
8/7/2024 11:22:12 AM

[redacted] Melissa Nathan (Owner)
We can't change that headline - it's not a place that would it's click bait and it's reporting on what happened (which did happen)

We need to concentrate on the big media and socials

8/7/2024 2:52:17 PM

[redacted] Melissa Nathan (Owner)
But monitor that article heavily
8/7/2024 2:52:29 PM

[redacted] Jen Abel DO NOT USE
Ok copy
8/7/2024 2:53:08 PM

[redacted] Jen Abel DO NOT USE
I think we really need to put the social combat plan then into motion
8/7/2024 2:53:31 PM

[redacted] Melissa Nathan (Owner)
So do I
8/7/2024 2:54:20 PM

[redacted] Melissa Nathan (Owner)
We are heavily monitoring trust me
And have our friendlies updating us as well
8/7/2024 2:55:08 PM

[redacted] Jen Abel DO NOT USE
Can you call Jamey and get the free light?
8/7/2024 2:55:23 PM

[redacted] Jen Abel DO NOT USE
Green light
8/7/2024 2:55:27 PM

[redacted] Melissa Nathan (Owner)
Yes
8/7/2024 2:55:28 PM

[redacted] Jen Abel DO NOT USE
Sorry we are back in press
8/7/2024 2:55:34 PM

[redacted] Melissa Nathan (Owner)
Loved "Sorry we are back in press "
8/7/2024 2:55:39 PM

[redacted] Melissa Nathan (Owner)

Variety: 'It Ends with Us' Review: Blake Lively Stars in a Romantic Soap Opera That Turns Dark and Stays Convincing
https://variety.com/2024/film/reviews/it-ends-with-us-review-blake-lively-1236097332/
(https://variety.com/2024/film/reviews/it-ends-with-us-review-blake-lively-1236097332/)

The Hollywood Reporter: Justin Baldoni on Filming Ryle's Darker 'It Ends With Us' Scenes With Help From Blake Lively, Female Coordinators
https://www.hollywoodreporter.com/movies/movie-news/justin-baldoni-ryle-it-ends-with-us-darker-scenes-blake-lively-1235967871/
(https://www.hollywoodreporter.com/movies/movie-news/justin-baldoni-ryle-it-ends-with-us-darker-scenes-blake-lively-1235967871/)

The Hollywood Reporter: 'It Ends With Us' Review: Blake Lively Stars in Serviceable Adaptation of Colleen Hoover Novel
https://www.hollywoodreporter.com/movies/movie-reviews/it-ends-with-us-review-blake-lively-colleen-hoover-1235967117/
(https://www.hollywoodreporter.com/movies/movie-reviews/it-ends-with-us-review-blake-lively-colleen-hoover-1235967117/)

Deadline: 'It Ends With Us' Review: Blake Lively & Justin Baldoni Deliver In Nuanced Feature Take Of Colleen Hoover Bestseller
https://deadline.com/2024/08/it-ends-with-us-review-blake-lively-justin-baldoni-1236033267/
(https://deadline.com/2024/08/it-ends-with-us-review-blake-lively-justin-baldoni-1236033267/)

The Wrap: 'It Ends With Us' Review: Blake Lively Shines in a Glossy Herstory of Passion and Violence
https://www.thewrap.com/it-ends-with-us-movie-review-blake-lively/ (https://www.thewrap.com/it-ends-with-us-movie-review-blake-lively/)

CBS News: Justin Baldoni talks "It Ends with Us" movie adaptation
https://www.cbsnews.com/video/justin-baldoni-talks-it-ends-with-us-movie-adaptation/
(https://www.cbsnews.com/video/justin-baldoni-talks-it-ends-with-us-movie-adaptation/)

USA Today: Blake Lively, Justin Baldoni lead book-to-movie adaptation 'It Ends with Us'
https://www.usatoday.com/videos/entertainment/books/2024/08/07/it-ends-with-us-trailer/74701620007/
(https://www.usatoday.com/videos/entertainment/books/2024/08/07/it-ends-with-us-trailer/74701620007/)

New York Post: Ryan Reynolds wrote an 'iconic' scene in Blake Lively's new movie 'It Ends With Us'
https://nypost.com/2024/08/07/entertainment/blake-lively-sayryan-reynolds-wrote-rooftop-scene-in-blake-lively/
(https://nypost.com/2024/08/07/entertainment/blake-lively-sayryan-reynolds-wrote-rooftop-scene-in-blake-lively/)

The Washington Post: 'It Ends With Us' is glittery and traumatic. And, oh, those abs.

(https://www.washingtonpost.com/entertainment/movies/2024/08/07/it-ends-with-us-movie-hoover/)
https://www.washingtonpost.com/entertainment/movies/2024/08/07/it-ends-with-us-movie-hoover/
(https://www.washingtonpost.com/entertainment/movies/2024/08/07/it-ends-with-us-movie-hoover/)
Today: Justin Baldoni's kids: Meet the family he shares with wife Emily
https://www.today.com/popculture/movies/justin-baldoni-kids-rcna164885
(https://www.today.com/popculture/movies/justin-baldoni-kids-rcna164885)
Today: Justin Baldoni's wife: All about Emily Baldoni
https://www.today.com/popculture/movies/justin-baldonis-wife-rcna164886
(https://www.today.com/popculture/movies/justin-baldonis-wife-rcna164886)
Rolling Stone: 'It Ends With Us': Blake Lively's Tearjerker Is the Starbucks Latte of Movies
https://www.rollingstone.com/tv-movies/tv-movie-reviews/it-ends-with-us-review-blake-lively-1235070617/
(https://www.rollingstone.com/tv-movies/tv-movie-reviews/it-ends-with-us-review-blake-lively-1235070617/)
People: See Blake Lively, Ryan Reynolds, Justin Baldoni and More Stars Arrive at the It Ends with Us Premiere in N.Y.C.
https://people.com/it-ends-with-us-premiere-red-carpet-arrivals-photos-8691217 (https://people.com/it-ends-with-us-premiere-red-carpet-arrivals-photos-8691217)
The Guardian: It Ends with Us review – Blake Lively anchors glossy romance adaptation
https://www.theguardian.com/film/article/2024/aug/07/it-ends-with-us-review-blake-lively-colleen-hover
(https://www.theguardian.com/film/article/2024/aug/07/it-ends-with-us-review-blake-lively-colleen-hover)
The Telegraph: It Ends with Us: Blake Lively's queasy drama repackages domestic violence as slick romance
https://www.telegraph.co.uk/films/0/it-ends-with-us-review-coleen-hoover-blake-lively/
(https://www.telegraph.co.uk/films/0/it-ends-with-us-review-coleen-hoover-blake-lively/)
Time Magazine: It Ends With Us Can't Quite Turn Trauma into Drama
https://time.com/7008496/it-ends-with-us-review/
(https://time.com/7008496/it-ends-with-us-review/)
Observer: 'It Ends With Us' Review: Blake Lively Saves This Romantic Drama From a Soapy Fate
https://observer.com/2024/08/it-ends-with-us-review-blake-lively-saves-this-romantic-drama-from-a-soapy-fate/
(https://observer.com/2024/08/it-ends-with-us-review-blake-lively-saves-this-romantic-drama-from-a-soapy-fate/)
We Got This Covered: 'Avoiding each other like the plague': The 'It Ends With Us' press tour saw one major player missing, and fans have questions
https://wegotthiscovered.com/celebrities/the-it-ends-with-us-press-tour-saw-one-major-player-missing-and-fans-have-questions/

(https://wegotthiscovered.com/celebrities/the-it-ends-with-us-press-tour-saw-one-major-player-missing-and-fans-have-questions/)
Harper's Bazaar India: Justin Baldoni talks collaborating with Blake Lively and the challenges and triumphs of adapting 'It Ends With Us'
https://www.harpersbazaar.in/culture/story/from-page-to-screen-justin-baldoni-on-collaborating-with-blake-lively-for-it-ends-with-us-1065686-2024-08-07
(https://www.harpersbazaar.in/culture/story/from-page-to-screen-justin-baldoni-on-collaborating-with-blake-lively-for-it-ends-with-us-1065686-2024-08-07)
Indie Wire: 'It Ends with Us' Review: Blake Lively and Justin Baldoni's Solid Colleen Hoover Drama Tackles Tricky Subject Matter
https://www.indiewire.com/criticism/movies/it-ends-with-us-movie-review-blake-lively-colleen-hoover-justin-baldoni-1235033131/
(https://www.indiewire.com/criticism/movies/it-ends-with-us-movie-review-blake-lively-colleen-hoover-justin-baldoni-1235033131/)
Footwear News: 'It Ends With Us' Premiere: See the Shoe Looks From Blake Lively, Justin Baldoni, Ryan Reynolds and More
https://footwearnews.com/fashion/celebrity-style/it-ends-with-us-premiere-fashion-shoes-blake-lively-1203673755/
(https://footwearnews.com/fashion/celebrity-style/it-ends-with-us-premiere-fashion-shoes-blake-lively-1203673755/)

Country & Townhouse: It Ends With Us: Blake Lively's New Film Is Out This Week

https://www.countryandtownhouse.com/culture/it-ends-with-us/ (https://www.countryandtownhouse.com/culture/it-ends-with-us/)

Holr Magazine:
JUSTIN BALDONI DRAMA IT ENDS WITH US CAST EXPLAINED

https://holrmagazine.com/justin-baldoni-drama-it-ends-with-us-cast-explained/ (https://holrmagazine.com/justin-baldoni-drama-it-ends-with-us-cast-explained/)

Newsday:
'It Ends with Us' review: Colleen Hoover's bestselling novel becomes middling Hollywood romance
(https://www.newsday.com/entertainment/movies/it-ends-with-us-review-mws98bpg)

https://www.newsday.com/entertainment/movies/it-ends-with-us-review-mws98bpg
(https://www.newsday.com/entertainment/movies/it-ends-with-us-review-mws98bpg)

Radio Times: It Ends with Us cast: All the stars in Blake Lively book adaptation

https://www.radiotimes.com/movies/it-ends-with-us-cast/ (https://www.radiotimes.com/movies/it-ends-with-us-cast/)

Collider: Is 'It Ends Wth Us' Streaming? Where To Watch the Blake Lively Movie

https://collider.com/it-ends-with-us-movie-streaming/ (https://collider.com/it-ends-with-us-movie-streaming/)

Slash Film: It Ends With Us Review: Good Intentions And Committed Performances Can't Escape The Curse Of Colleen Hoover's Book

https://www.slashfilm.com/1637745/it-ends-with-us-movie-review-colleen-hoover-blake-lively/ (https://www.slashfilm.com/1637745/it-ends-with-us-movie-review-colleen-hoover-blake-lively/)

Screen Rant:
Blake Lively's Controversial Movie Adaptation Debuts With Mixed Reviews On Rotten Tomatoes

https://screenrant.com/it-ends-with-us-movie-rotten-tomatoes-score-debut/ (https://screenrant.com/it-ends-with-us-movie-rotten-tomatoes-score-debut/)

Culturess: It Ends with Us is a frustratingly inert take on abusive relationships

https://culturess.com/posts/it-ends-with-us-is-a-frustratingly-inert-take-on-abusive-relationships-01j4pk6ygrmh (https://culturess.com/posts/it-ends-with-us-is-a-frustratingly-inert-take-on-abusive-relationships-01j4pk6ygrmh)

Little White Lies: It Ends With Us review – struggles to grapple with its heavy themes

https://lwlies.com/reviews/it-ends-with-us/ (https://lwlies.com/reviews/it-ends-with-us/)

Comic Book Resources: It Ends With Us Review: A Fine & Nuanced Depiction of Abuse

https://www.cbr.com/it-ends-with-us-review/ (https://www.cbr.com/it-ends-with-us-review/)

The Cinemaholic: It Ends with Us: Is the Movie Based on a True Story?

https://thecinemaholic.com/it-ends-with-us-true-story/ (https://thecinemaholic.com/it-ends-with-us-true-story/)

Spoiler: Justin Baldoni's love life: Is the 'It Ends with Us' actor single? What is known

https://spoiler.bolavip.com/en/celebrities/justin-baldoni-love-life (https://spoiler.bolavip.com/en/celebrities/justin-

baldoni-love-life)

Go Fug Yourself: Justin Baldoni Finally Arrived to Promote "It Ends With Us"

https://www.gofugyourself.com/justin-baldoni-finally-arrived-to-promote-it-ends-with-us-08-2024 (https://www.gofugyourself.com/justin-baldoni-finally-arrived-to-promote-it-ends-with-us-08-2024)

But Why Tho: REVIEW: 'It Ends With Us' Is Not For All Of Us

https://butwhytho.net/2024/08/it-ends-with-us-blake-lively-review/ (https://butwhytho.net/2024/08/it-ends-with-us-blake-lively-review/)

8/7/2024 3:11:58 PM

[redacted] Jen Abel DO NOT USE

Your sister is calling me

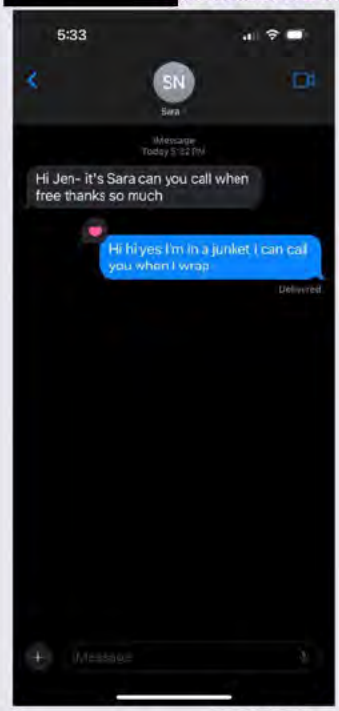
8/7/2024 5:31:43 PM

[redacted] Melissa Nathan (Owner)

I'm like ?

8/7/2024 5:32:07 PM

[redacted] Jen Abel DO NOT USE



8/7/2024 5:33:19 PM

[redacted] Melissa Nathan (Owner)

I just told her to stop

8/7/2024 5:33:32 PM

[redacted] Jen Abel DO NOT USE
lol
8/7/2024 5:33:42 PM

[redacted] Jen Abel DO NOT USE
Can we chat as a group at 630
8/7/2024 5:35:33 PM

[redacted] Jen Abel DO NOT USE
Et
8/7/2024 5:35:37 PM

[redacted] Melissa Nathan (Owner)
Yes 330 PT works
8/7/2024 5:35:51 PM

[redacted] Jen Abel DO NOT USE
Loved "Yes 330 PT works "
8/7/2024 5:35:56 PM

[redacted] Jen Abel DO NOT USE
What does Sara have lol
8/7/2024 5:39:44 PM

[redacted] Melissa Nathan (Owner)
On with DM
8/7/2024 5:40:59 PM

[redacted] Melissa Nathan (Owner)
Deux Moi
8/7/2024 5:41:06 PM

[redacted] Melissa Nathan (Owner)
Great chat with Deux
8/7/2024 5:54:20 PM

[redacted] Melissa Nathan (Owner)
Feel really good about it
8/7/2024 5:54:23 PM

[redacted] Melissa Nathan (Owner)
Now onto my sister
8/7/2024 5:54:30 PM

[redacted] Melissa Nathan (Owner)
Call me later if you want to vent.
You are doing a really fucking hard job right now in person
8/7/2024 7:31:07 PM

[redacted] Jen Abel DO NOT USE
You guys are so good
8/7/2024 7:31:24 PM

[redacted] Jen Abel DO NOT USE
Please put all of that in writing for me that would be so helpful
8/7/2024 7:31:36 PM

[redacted] Melissa Nathan (Owner)
I honestly think you are so good you are way more eloquent than I am. It's harder for me to describe crisis to people. I just do it.
8/7/2024 7:32:27 PM

[redacted] Melissa Nathan (Owner)
Loved "Please put all of that in writing for me that woul…"
8/7/2024 7:32:35 PM

[redacted] Jen Abel DO NOT USE
No way. You guys are great. And it's so helpful that you're drafting it and doing the work for me and for us. He feels good about this and loves that you are killing things and have the inside scoop
8/7/2024 7:34:44 PM

[redacted] Melissa Nathan (Owner)
Ok good. I want to be a really good partner to you especially
8/7/2024 7:35:13 PM

[redacted] Jen Abel DO NOT USE
Only because Justin is asking… did you connect with Sara?
8/7/2024 9:23:42 PM

[redacted] Melissa Nathan (Owner)
I did.
I'd rather have the conversation with you on your own though
There isn't a huge amount
But there's a couple of little things
But not from that list
8/7/2024 9:27:23 PM

[redacted] Jen Abel DO NOT USE
Ok. I'm at dinner so I can either try you tonight or call when I have a moment at a decent time tomorrow
8/7/2024 9:35:13 PM

[redacted] Melissa Nathan (Owner)
Perfect, don't worry it's not an ASAP for the second thing
8/7/2024 9:35:35 PM

[redacted] Jen Abel DO NOT USE
Ok great. So I can breathe a little
8/7/2024 9:35:47 PM


[redacted] Melissa Nathan (Owner)
Yes. Breathe. Plz
8/7/2024 9:36:23 PM

EXHIBIT 51

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---000---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.,
Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.,
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.,
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF STEVE SAROWITZ
Los Angeles, California
Friday, October 3, 2025

Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

Q Fair enough.

But I will preface my line of questions here with, I am not asking you, and I do not intend to ask you, about the content of your communications with your attorneys. So I'm trying to figure out how you've communicated.

When were you -- when do you recall using Signal for the first time?

MS. GAROFALO: Objection. With respect to this case or any --

MR. GOTTLIEB: At all.

MS. GAROFALO: Okay.

THE WITNESS: I don't recall.

BY MR. GOTTLIEB:

Q When do you recall using Signal for the first time with respect to the film It Ends with Us?

A I don't recall.

Q Were you using Signal to communicate about It Ends with Us in -- at any point in 2023?

A No.

Q Were you using Signal to communicate about It Ends with Us at any point between January 1, 2024 and August 1, 2024?

A I don't believe so.

Q It's possible, but you don't believe so?

A I think the answer is no.
Q Okay. But you're not certain?
A Fairly certain the answer is no.
Q Okay.
Now, August of 2024, did you have any Signal communications about -- that had anything to do with the film It Ends with Us in August of 2024?
A No.
Q When do you believe the first moment in time was that you had a Signal communication with anyone that related in any respect to the film It Ends with Us?
A I don't recall.
Q But you think it was not in August?
A Correct.
Q September?
A No.
Q So if you know it wasn't during those times, what is it that you have in your mind about when you think the first moment might have been when you begin to have Signal communications about the film?
A Can you be more specific?
Q I'm trying to understand what is in your head. You seem to be very clear that you didn't

have Signal communications. I think we're up to September now. At what point in time do you recall having Signal communications that had anything to do with the film It Ends with Us?

A I don't recall the exact first time I used Signal.

Q Okay. At any point in time did you have an understanding for any of your communications relating -- on Signal -- for any of your communications on Signal that had anything to do with the film It Ends with Us, did you have an understanding of what the retention policy --

A I'm sorry.

Q Yes.

A I'm sorry. Hold on for one second.

THE WITNESS: Are you okay, Ellen?

MS. GAROFALO: Ask the question again, if you don't mind.

THE WITNESS: Sorry about that.

MR. GOTTLIEB: It's okay.

BY MR. GOTTLIEB:

Q At any point in time, have you had an understanding of the retention policy on any messaging communications that you've had relating to the film It Ends with Us that has been on Signal?

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 4TH day of October, 2025.



ASHLEY SOEVYN
CSR No. 12019

EXHIBIT 52

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---000---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF JENNIFER ABEL
Los Angeles, California
Friday, September 26, 2025
Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

your belief that that person could bury Ms. Lively?

MR. FREEDMAN: Objection.

THE WITNESS: No.

BY MR. GOTTLIEB:

Q You sure?

A Yes.

Q Ms. Abel, yesterday you testified that in some point in August of 2017, you were added to a Signal chain; is that right?

A Sorry. What was the date?

Q At some point in -- did I say 2017?

THE STENOGRAPHIC REPORTER: Yeah.

BY MR. GOTTLIEB:

Q In August of 2024, you were added to a Signal chain with a few people; is that right?

A I believe I testified that I think I was, around that time frame. I don't think there was any content in that text chain.

Q Okay. And who was -- hold on just a second.

Who was -- who was on that text chain to the best of your recollection?

A I believe it was -- I would have to -- I'd have to go back and refresh my memory.

Q Okay. You're not sure as you sit here

will invade the attorney-client privilege. So even if you're going to say yes to that, that's going to invade the attorney-client privilege. So you're not going to -- I'm going to instruct her not to answer.

MR. GOTTLIEB: About the simple fact of whether she knew she was required to preserve documents?

MR. FREEDMAN: Yeah, because the simple fact is revealing the actual privileged communication.

MR. GOTTLIEB: Okay.

BY MR. GOTTLIEB:

Q So are you going to follow your counsel's instruction?

A Yes, I'm going to follow my counsel's instruction.

Q Okay.

Other than the Signal thread that you -- that we talked about earlier in August, between August and December of 2024, can you think of any other Signal thread or Signal communications that you sent or received to anyone about anything?

A Not that I can recall, no.

Q Okay. Have you had Signal communications since December of 2024?

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 27th day of September, 2025.



ASHLEY SOEVYN

CSR No. 12019

EXHIBIT 53

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---oOo---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF MELISSA NATHAN
Los Angeles, California
Monday, September 29, 2025

Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

Q You don't know, as you sit here today, whether you sent or received a single message on Signal in August of 2024 relating to this -- this matter?

A I don't know.

Q You used Signal when you communicate with Jed Wallace; is that right?

A Amongst other things, yes.

Q What other things?

A Telephone.

Q What else?

A Text.

Q What else?

A Email.

Q What else?

A To the best of my knowledge, that's it.

Q Voice memos?

A I don't send voice memos.

Q Have you received voice memos from Mr. Wallace?

A Yes.

Q Do any of those voice memos have an auto delete function attached to them?

A I'm not sure.

Q Do you have any understanding of what the

auto deleted function was set to on your Signal threads, what your, sort of, standard is that you use?

MR. FREEDMAN: Objection.

THE WITNESS: On which particular thread? You have to be more specific.

BY MR. GOTTLIEB:

Q Well, you don't have a recollection of when you started using Signal for the Wayfarer parties, right?

A No.

Q I'm trying to just ask you generally because you don't have that recollection --

A Uh-huh.

Q -- if you know -- generally speaking, if you have a typical period of time that you use for your client work when you're using a Signal thread?

A I do not know.

Q How about with Mr. Freedman; you are on Signal threads with him?

A I am.

Q And what is the typical deletion time that you have set for your communications with him?

A I'm not sure.

Q Is it more than a week?

A I'm not sure.
Q Do you have a guess?
A I don't have a guess.
Q But there is a deletion function set, right?
A Well, it depends on which conversation you're speaking about.
Q Okay. Do you use any other messaging apps other than Signal and text and email?
A I do have WhatsApp on my phone, but I barely use it.
Q Did you ever use WhatsApp for anything connected to the issues in this case?
A Not to my knowledge.
Q Okay. Any other messaging apps?
A On this case?
Q Uh-huh.
A No.
Q Do you ever use Telegram?
A For this case?
Q For this case.
A Not to my knowledge. And if there is something there, please let me know because I don't really use it.
Q What about Proton Mail? Do you ever use

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 1st day of October, 2025.



ASHLEY SOEVYN

CSR No. 12019

EXHIBIT 54

** C O N F I D E N T I A L **
* CONTAINS ATTORNEYS' EYES ONLY MATERIAL *
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
Case No. 1:24-CV-10049-LJL
(Consolidated with 1:25-cv-00449-LJL)
----------x
BLAKE LIVELY,
Plaintiff,
- against -
WAYFARER STUDIOS LLC, 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.
----------x
(Caption continued)
September 5, 2025
9:10 a.m.

Videotaped Deposition of KATHERINE CASE, taken by Plaintiff, pursuant to Subpoena, held at the offices of Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York, before Todd DeSimone, a Registered Professional Reporter and Notary Public of the State of New York.

K. CASE - CONFIDENTIAL

A. I had never been on a call with a psychic before.

Q. Was it unusual to you?

A. In my workday, it was unusual comparatively to most client calls.

Q. It was unusual to you, correct?

A. In the scope of most client calls, yes.

Q. What about just generally, was it unusual?

A. I don't --

Q. What was the psychic's name?

A. I don't remember.

Q. Was it a male?

A. It was.

Q. How would individuals at TAG communicate with each other when working on this account?

A. Primarily text.

Q. iMessage?

A. Yes.

Q. Signal?

A. Not really, no.

Q. Sometimes?

K. CASE - CONFIDENTIAL

A. At times.

Q. When would TAG individuals use Signal in lieu of iMessage?

A. If we would -- if we would speak with Jed, it was primarily over Signal.

Q. And why was that?

A. I'm not sure.

Q. Was that at Jed's request?

A. No.

Q. Who suggested that you use Signal?

A. It was just the form of communication that was used.

Q. Do you recall the first time you communicated with Jed on Signal?

A. Not by date specifically, no.

Q. Did he text you on Signal?

A. Not individually, but as it related to communications.

Q. Did you have a Signal account prior to working at TAG?

A. I believe so, yes.

Q. And did you communicate on it

CERTIFICATION

I, TODD DeSIMONE, a Notary Public for and within the State of New York, do hereby certify:

That the witness whose testimony as herein set forth, was duly sworn by me; and that the within transcript is a true record of the testimony given by said witness.

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of September, 2025.

Todd Desimone

TODD DESIMONE

EXHIBIT 55

Docusign Envelope ID: 82FB6EE8-5152-4408-AF43-214D476B019A

LINER FREEDMAN TAITELMAN + COOLEY, LLP
ATTORNEYS AT LAW

1801 CENTURY PARK WEST, 5TH FLOOR
LOS ANGELES, CALIFORNIA 90067-6007
TEL: (310) 201-0005
FAX: (310) 201-0045
E-MAIL: bfreedman@lftcllp.com

BRYAN J. FREEDMAN

December 24, 2024

Justin Baldoni
Wayfarer Studios LLC
417 S Beverly Dr.
Beverly Hills, CA 90212
[redacted]

Jennifer Abel
RWA Communications, LLC
[redacted]

Steve Sarowitz
[redacted]

Jed Wallace
Street Relations, Inc.
[redacted]

Jamey Heath
[redacted]

Melissa Nathan
The Agency Group PR LLC
[redacted]

Re: Hourly Fee Agreement for Legal Services

Dear Justin, Jamey, Steve, Melissa, Jennifer, and Jed:

It is Liner Freedman Taitelman + Cooley, LLP's belief that a clear understanding between attorney and client with respect to the terms of our employment and legal fees and expenses is fundamental to a good relationship between the parties. This letter will begin that process by explaining the terms of the relationship. It also will provide you with an accessible reference for any questions that might arise during the course of our attorney-client relationship.

1. IDENTIFICATION OF PARTIES:

This Hourly Fee Agreement (the "Agreement") is entered into between Liner Freedman Taitelman + Cooley, LLP ("LFTC"), as legal counsel, and Wayfarer Studios LLC (as "Client" and "Obligor") and Justin Baldoni, Jamey Heath, Steve Sarowitz, Melissa Nathan, The Agency Group PR LLC, Jennifer Abel, RWA Communications, LLC, Jed Wallace and Street Relations, Inc. (each individually as a "Client" and "Obligee") (collectively, the "Clients"). LFTC and Clients will collectively be referred to herein as the "Parties."

2. EFFECTIVE DATE OF AGREEMENT:

The effective date of this Agreement will the latest of the following dates: receipt of any required advance retainer, and LFTC's receipt of the Clients' signature on this Agreement. LFTC does not

Docusign Envelope ID: 82F86EE8-5152-4408-AF43-214D4768019A

represent Clients and therefore is under no obligation to render any legal services on Clients' behalf until after the effective date of this Agreement.

3. SCOPE OF SERVICES TO BE PROVIDED:

The legal services to be provided by LFTC to Clients under this Agreement are as follows: LFTC will represent Clients in connection with their dispute with Blake Lively and related parties, including, without limitation, Stephanie Jones and Jonesworks, LLC (referred to as "the matter" or "the case"). We have not been retained to represent Clients generally, or in connection with any other matter, at this time. However, the general terms of this Agreement will also apply to any other future matters on which LFTC is asked to and agrees to represent you, in the event there is no further engagement agreement.

This scope of legal services does **not** include LFTC providing any tax advice. Documents prepared by LFTC may have specific tax ramifications. To be sure Clients understand all potential tax consequences, Clients should consult with Clients' tax advisors regarding any issue involving taxes and taxation.

The scope of services also does not include LFTC doing insurance tenders or providing insurance coverage advice. Clients may possess insurance policies which provide Clients with first or third party coverage related to this matter. It is Clients' responsibility to locate any and all insurance policies which might apply to this matter, and to effectuate all necessary tenders and notifications to the applicable insurers. Though LFTC is not coverage counsel and cannot provide coverage advice to Clients, so that LFTC is aware of the status, please provide LFTC with any and all policies and copies of tenders/notifications. Please note that policies sometimes have language which conditions coverage on prompt reporting of claims with specific information in a specific manner. Clients' insurance broker and/or coverage counsel may be able to assist with any questions Clients have pertaining to insurance coverage.

4. CLIENTS' DUTIES:

Clients agree to be truthful with LFTC and will not withhold any information; will cooperate with LFTC; will keep LFTC reasonably informed of developments which may come to Clients' attention, including receipt of any notices or documents relating to this matter from others; will supply LFTC with all information requested by LFTC; and will supply LFTC with any changes of

Docusign Envelope ID: 82FB6EE8-5152-4408-AF43-214D476B819A

Clients' addresses, telephone numbers, facsimile numbers, and whereabouts. Clients will assist LFTC by timely providing information and documents. Clients agree to appear at all legal proceedings when LFTC deems it necessary, and generally to cooperate fully with LFTC in all matters related to the preparation and presentation of Clients' claims and defenses.

5. **LEGAL FEES; CHARGING LIEN:**

Obligor, on behalf of Clients, agrees to pay LFTC by the hour at LFTC's rates as set forth below for all time spent on Clients' matter by LFTC attorneys and legal personnel. Current hourly rates for legal personnel are as follows:

Senior Partners
Partners
Associates
Paralegals
Law clerks

[redacted]

Any necessary travel on this matter will be billed at the full hourly rate for the attorney(s) travelling.

LFTC from time to time will make reasonable adjustments to the rates under this Agreement, and Clients and Obligor agree to same. Clients and Obligor will be informed of such reasonable rate increases in LFTC's billing statements, which will reflect the rate increases. In the event Clients and/or Obligor have any questions or concerns regarding said increases, Clients and/or Obligor are urged to reach out to LFTC upon receipt of LFTC's billing statement.

Clients and Obligor acknowledge and agree that LFTC has a charging lien on any and all claims, recovery, payments that are the subject of LFTC's representation under this Agreement. Attorney's lien will be for any sums owing to LFTC for any and all costs, expenses, and fees. The lien will attach to any recovery Clients may obtain, whether by arbitration award, judgment, settlement, sanctions, fee award, cost award, or otherwise. An effect of such a lien is that LFTC can compel payment of outstanding fees and costs from any such recovery. Because a lien may affect Clients' property rights, Clients are advised to and may seek the advice of an independent lawyer of Clients' own choice before agreeing to such a lien. Clients represent and agree that

Docusign Envelope ID: 82FB8EE8-5152-4408-AF43-214D4768019A

Clients have had a reasonable opportunity to consult such an independent lawyer and prior to agreeing to this charging lien and all terms of this Agreement.

6. **NEGOTIABILITY OF LEGAL FEES:**

Clients understand that the rates set forth above are not set by law, but are negotiable between LFTC and Clients.

7. **COSTS AND OTHER FIRM CHARGES:**

In the course of Clients' matter, it will be necessary to incur various costs and expenses, as described in the next paragraph. Clients authorize LFTC, in its discretion, to incur these costs and expenses, including the costs of investigators, consultants and expert witnesses who are necessary for the advancement of Clients' matter, in LFTC's judgment. LFTC, in its discretion, may pay any such costs and expenses and bill Clients for the same. Clients agree to reimburse such costs and expenses within 30 days of receipt of the invoice for the same. If Clients have any questions regarding such invoices, or disputes any aspect of said invoices, Clients must notify LFTC within the same 30 days to discuss the same.

LFTC may also, in its discretion, send bills for costs and expenses directly to Obligor and Clients for payment. Obligor and Clients agree to pay the same within 30 days receipt of the invoice for the same, unless a third- party invoice requires payment sooner than 30 days, in which case Obligor and Clients agree to pay in accordance with the third-party terms.

In addition to investigators, consultants and expert witnesses, costs and expenses commonly include court filing fees, jury fees, service of process charges, court and deposition reporters' fees, interpreter/translator fees, outside photocopying and reproduction costs, messenger fees, service of process fees, notary fees, trial technology fees, mock jury trial fees, witness fees, parking costs, travel and hotel costs, meal costs, discovery referee costs, special master costs, subrosa costs, mediation costs, and arbitration costs.

Obligor and Clients also understand and agree that LFTC may provide certain services in-house at LFTC, and Obligor and Clients agree to pay reasonable charges for the same. These in-house costs include long distance telephone charges, computerized communication systems, individual file management and storage, postage, in-house copies, in-house scanning, in-house messenger

Docusign Envelope ID: 82FB8EE8-5152-4408-AF43-214D4768019A

services, secretarial overtime, computerized research, and other services. LFTC will charge the following in-house costs as follows: (1) mileage - IRS Standard Mileage Rate; (2) in-house printing, photocopying, and scanning - $.20/page cents per page; (3) facsimile charges - $.20/page cents per page; and (4) postage – the amount charged by the carrier. For all other in-house costs, Obligor and Clients will be billed commensurate with LFTC's cost. If Obligor and/or Clients have any questions regarding in-house costs and expenses, or charges for the same, Obligor and/or Clients are urged to reach out to LFTC at any time regarding the same.

8. **FEE DEPOSIT AND CREDIT CARD FEES:**

Obligor, on behalf of Clients, agrees to advance a retainer of [redacted] for the professional services LFTC will provide to Clients before LFTC begins any work on this matter. Advance retainers are not intended to reflect the overall fees or costs for this matter, nor do they reflect the budget for any specific time frame or task. The entire amount of your retainer will be placed in LFTC's Client trust account.

LFTC requires Obligor, on behalf of Clients, to maintain a minimum balance of [redacted] in the Clients' trust account. If the balance in the trust account falls below that amount, LFTC will request, and Obligor agrees to provide, the additional retainer amount necessary to bring the total to [redacted] If Obligor and/or Clients do not maintain this minimum balance in the trust account, LFTC reserves the right to withdraw from the representation, and Clients agree to such withdrawal.

By way of Clients' signature on this Agreement, Clients agree that the amount of each bill is fixed as soon as it is issued to Clients, and Clients authorizes LFTC to automatically withdraw the entire amount of each monthly bill, including all costs LFTC has advanced on Clients' behalf and fees, from the LFTC Client trust account, in payment to LFTC for those services already rendered.

In the event that the matter becomes very active, LFTC may require a larger retainer, which Obligor, on behalf of Clients, agrees to pay upon ten (10) days written request. When the matter is concluded, LFTC will refund Obligor and/or Clients any amounts remaining in the trust account, after all fees and costs have been paid.

With regard to matters in litigation or arbitration, a pretrial retainer is required at least **one hundred and eighty (180) days** prior to the **originally scheduled** trial date, and Clients agree to pay the same. The retainer will be in the amount estimated to prepare for trial, and try the case, and will be presented to Clients at least ten (10) days before the due date. The entire amount of

Docusign Envelope ID: 82FB6EE8-5152-4408-AF43-214D4768019A

Clients' retainer will be placed in the LFTC Client trust account. Failure to pay the pretrial retainer may result in LFTC requesting to be relieved as counsel.

Any estimates LFTC may provide from time to time and any deposits, retainers, or advances against costs LFTC may require are not a limitation on LFTC's fees and other charges.

If, as a result of the engagement, LFTC is required to produce documents or appear as a witness in connection with any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving Clients or any related persons, Clients are responsible for costs and expenses reasonably incurred by LFTC (including professional and staff time at then scheduled hourly rates and reasonable attorneys' fees and costs incurred by LFTC).

Advance retainers may be wired to LFTC's bank account as follows:

LINER FREEDMAN TAITELMAN + COOLEY, LLP CLIENT TRUST ACCOUNT

BANC OF CALIFORNIA
[redacted]PII
Routing # [redacted]PII
Account #

LFTC will not change these wire instructions. If you receive amended or different wire instructions, please immediately contact the LFTC attorneys handling this matter at a phone number that you have previously used to contact those attorneys.

Clients can also pay by credit card. A fee of [redacted]% is charged for each credit card payment which will be charged to the Clients, and Clients agree to be responsible for the same.

9. **CONSENT TO PAYMENT OF ATTORNEYS' FEES AND COSTS:**

By signing this Agreement, Obligor agrees to pay for all legal services which LFTC provides to Clients and costs incurred in the representation of Clients. Clients will remain responsible for and will pay LFTC's bills in the event Obligor fails for any reason to pay LFTC's bills as they become

Docusign Envelope ID: 82FB6EE8-5152-4408-AF43-214D4768019A

due. If a refund is due at the conclusion of the representation, the refund will be paid to the person or entity who paid the fees and costs.

Obligor further agrees that it will not interfere with the attorney-client relationship or LFTC's exercise of independent professional judgment on behalf of any other Client. In furtherance of the independent nature of the attorney-client relationship, Obligor acknowledges that it has no right to direct LFTC's handling of any other Client's matter.

10. BILLING:

LFTC's statements for fees, costs and other firm charges generally will be prepared and mailed either electronically or via U.S. Mail, and are due upon receipt. Obligor and Clients each agree, severally, to pay such statements in full upon receipt. Obligor and Clients agree to promptly review all bills rendered by LFTC and to promptly communicate any objections, questions, or concerns about their contents and any charges. Obligor and Clients hereby acknowledge and agree that the statements, which may include details regarding their representation will be provided to Obligor and Clients for payment.

11. CLIENTS' RESPONSIBILITY FOR PREVAILING PARTY OR COURT ORDERED FEES AND COSTS TO OTHER PARTY:

Clients understand that if Clients' case proceeds to court action or arbitration and Clients lose a motion or the case entirely, or is not the prevailing party, the court may award attorney's fees and costs against Clients. Payment of such attorney's fees and costs will be the sole responsibility of Clients.

12. SANCTIONS:

Clients agree that any award of fees and costs that may be awarded as any type of sanction related to discovery or otherwise shall belong exclusively to LFTC. Such awards shall be applied to outstanding or future invoices consistent with the charging lien stated above.

The court may assess monetary sanctions (including attorney's fees and costs) *against Clients* for discovery violations, bad faith conduct, inappropriate conduct, and otherwise. Any such award will be entirely the responsibility of Clients.

Docusign Envelope ID: 82FB8EE8-5152-4408-AF43-214D4768019A

13. FILE POLICY:

LFTC maintains Clients' files electronically and Clients agree to the same. LFTC may delete or destroy all files 120 days after the conclusion of representation, without further notification to Clients, and Clients agree to the same. If Clients desire any file materials at the end of representation, Clients must make a prompt written request of LFTC for the same.

14. NO GUARANTEES AS TO RESULT:

Nothing in this Agreement and nothing in LFTC's statements to Clients will be construed as a promise or guarantee about the matter or outcome of the representation. LFTC makes no such promises or guarantees. LFTC's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees.

15. MEDIATION AND CONFIDENTIALITY:

With any dispute, there is a possibility the matter may go into mediation, and Attorneys will serve as Clients' counsel in that process. California Evidence Code section 1119 provides that anything that occurs in the mediation process is inadmissible and not subject to discovery. Therefore, should Attorneys represent Clients in mediation, the events, reports, analyses, and discussions leading up to the mediation and the mediation itself will be inadmissible and not subject to discovery in any subsequent dispute—including, but not limited to, any fee dispute and/or legal malpractice claim—between Clients and LFTC, or Clients and others. By signing below Clients confirms Clients' understanding of the strict and indisputable confidentiality of mediation and the potential impact it could have on any future dispute between Clients and LFTC, including, but not limited to, the potential preclusion of a legal malpractice claim. LFTC urges Clients to consult with independent counsel regarding mediation confidentiality and the implications of it before signing this Agreement. With this understanding, Clients consent to LFTC representing Clients in this matter and representing Clients in the context of mediation. If Clients have any questions about this issue, please contact LFTC at any time.

16. AUTHORITY AND APPLICATION OF PRIVILEGE:

Clients hereby authorizes and instructs LFTC with regard to the following persons:

Docusign Envelope ID: 82F86EE8-5152-4408-AF43-214D476B019A

_____("**Client Representatives**")

Clients hereby instruct LFTC to work with Client Representatives on this matter, and specifically authorize LFTC to: (a) report any and all developments to Client Representatives, including all confidential developments; (b) strategize with Client Representatives regarding the matter; (c) share privileged and confidential information with Client Representatives; (d) engage in communications, including confidential communications with Client Representatives without Clients as part of those communications; and (e) accept and execute upon any and all instructions from Client Representatives. Clients agree to inform Client Representatives that they are not represented by LFTC, and that LFTC's only attorney-client relationship in this matter is with Clients.

LFTC and Clients hereby agree that Client Representatives serve in that capacity and have the referenced involvement in the matter for the purpose of furthering Clients' interests in the matter. LFTC and Clients further agree that discussion of confidential information with, and disclosure of confidential information to, Client Representatives is necessary to accomplish the purpose for which LFTC is consulted. Accordingly, communications with Client Representative are protected by Evidence Code section 952, et seq., as well as principles of confidentiality in the attorney-client relationship.

Clients will inform LFTC of the additional of any Client Representatives. Clients will inform LFTC of the removal of any Client Representatives. Upon learning of the name of new Client Representatives, LFTC will amend this section under a separate writing to Clients.

17. **LITIGATION HOLD (FOR LITIGATION AND PRE-LITIGATION MATTERS)**:

Pursuant to both Federal and California Law, Clients are obligated to identify and preserve materials that may relate to the case. This is known as a litigation hold. Where parties fail to meet their preservation obligations, Courts have imposed significant sanctions. As soon as litigation can be reasonably anticipated, parties to that litigation, together with their employees, officers, members, agents, etc. have a legal duty to preserve all materials that relate, directly or indirectly, to the underlying dispute between or among the parties and include both traditional paper documents and Electronically Stored Information ("ESI"). ESI includes, but is not limited to, e-mail messages and attachments, text messages, word processing documents, spreadsheets,

Docusign Envelope ID: 82FB8EE8-5152-4408-AF43-214D476B019A

databases, calendar entries, computer drawings, or any other documents or files created or stored on your computer systems. The preservation must be sufficient to prevent destruction or alteration, including maintaining the integrity of all documents, data, and tangible things. The duty to preserve extends to materials in your possession, custody, or control, which would include relevant material that resides with an agent or third-party. While complying with this litigation hold is and must be kept Clients' obligation (since, among other factors, we do not have control of your documents or data), Clients are free to reach out to our team to ask questions that may help you facilitate Clients' internal preservation processes.

18. MEDIATION AND ARBITRATION OF DISPUTES:

In the event of a dispute arising out of or relating to this Agreement, including, but not limited to, any and all claims pertaining to malpractice and breach of fiduciary duty, the Parties (LFTC, Clients and Obligor) hereby agree to mediate the dispute in good faith. Thereafter, if the dispute remains unresolved, any dispute between Clients or Obligor or both and LFTC (including, without limitation, any of LFTC's individual attorneys) shall be subject to binding arbitration. All questions regarding the arbitrability of the dispute, including whether the Parties have agreed to arbitrate the dispute, shall be decided by the arbitrator and said arbitration. By agreeing to arbitrate, all Parties are agreeing to pay an equal portion of the arbitrator's fees and to bear their own attorney's fees in connection with any arbitration hereunder. Such arbitration shall be conducted in accordance with the rules of the Judicial Arbitration and Mediation Services (JAMS), Los Angeles. The arbitrator will be selected in accordance with the procedures of the Judicial Arbitration and Mediation Services (JAMS), Los Angeles for arbitrator selection.

The arbitration shall be conducted in accordance with the California Arbitration Act. Code of Civil Procedure section 1283.05 is incorporated into, and is made part of, this agreement to arbitrate, and shall apply accordingly. As set forth in Code of Civil Procedure section 1283.05, "the parties to the arbitration shall have the right to take depositions and to obtain discovery regarding the subject matter of the arbitration, and, to that end, to use and exercise all of the same rights, remedies, and procedures, and be subject to all of the same duties, liabilities, and obligations in the arbitration with respect to the subject matter thereof, as provided in Chapter 2 (commencing with Section 1985) of Title 3 of Part 4, and in Title 4 (commencing with Section 2016.010) of Part 4, as if the subject matter of the arbitration were pending before a superior court of [California] in a civil action other than a limited civil case, subject to the limitations as to depositions set forth in subdivision (e) of this section."

Docusign Envelope ID: 82FB8EE8-5152-4408-AF43-214D4768019A

The Parties understand that by submitting their dispute to arbitration, they are waiving their right to a jury trial. The arbitrator shall not have the power to grant any remedy that could not be granted by a California court applying California law.

The Parties acknowledge that such binding arbitration may deprive them of various rights that they otherwise might have in a legal action, including, without limitation, the right to a jury trial and the right to appeal.

Any dispute relating to fees, costs or legal expenses in dispute, including any action to collect monies owed, is subject to the arbitration procedure established by the State Bar and codified at California Business and Professions Code section 6200 et seq. Any action relating to such a fee dispute shall be conducted in conformity with that statute, which gives you certain options. When the statutory obligations have been met or satisfied, you agree that any remaining dispute relating to fees, costs or legal expenses shall be arbitrated in accordance with the above paragraphs. This agreement to arbitrate shall survive the termination of LFTC's representation.

19. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY:

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

20. MISCELLANEOUS:

This Agreement is governed by California law and is intended to be the entire agreement for professional services between the Parties. No other agreement, statement, or promise made on or before the Effective date of this Agreement will be binding on the Parties. The Agreement may be amended or modified by subsequent agreement of the Parties only by an instrument in writing signed by both of them.

21. BANKRUPTCY PROVISION:

Obligor and Clients represent to LFTC that they are are not presently seeking nor contemplating filing for Bankruptcy protection; and that Obligor and/or Clients will inform LFTC should such a course of action be contemplated in the future.

Docusign Envelope ID: 82FB6EE8-5152-4408-AF43-214D476B019A

22. JOINT/MULTIPLE CLIENT DISCLOSURE AND CONSENT

The undersigned Clients have requested that LFTC jointly represent them in the matter set forth in this Agreement. There may be potential conflicts of interest in the representation of more than one party in a case. As a result, LFTC will provide Clients with a Conflict Waiver explaining the potential conflicts of interest that may arise in this matter and of the consequences should an actual conflict arise and informing each of the Clients that they have had the opportunity to consult with independent counsel regarding these disclosures and their consent to joint representation.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE LFTC FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENTS SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENTS WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT.

Date: 12/26/2024

LINER FREEDMAN TAITELMAN + COOLEY, LLP

Signed by:
Bryan Freedman
[illegible], Partner

WAYFARER STUDIOS LLC (Client/Obligor)

Date: 12/26/2024

DocuSigned by:
[illegible]

By: Jamey Heath

Its: CEO

Docusign Envelope ID: 82FB6EE8-5152-4408-AF43-214D476B019A

JUSTIN BALDONI (Client)

Date: 12/26/2024

By: Signed by: Justin Baldoni

JAMEY HEATH (Client)

Date: 12/24/2024

By: DocuSigned by:

STEVE SAROWITZ (Client)

Date: 12/24/2024

By: Signed by: Steve Sarowitz

MELISSA NATHAN (Client)

Date: 12/26/2024

By: Signed by:

THE AGENCY GROUP PR LLC (Client)

Date: 12/26/2024

By: Signed by:

By: Melissa Nathan

Its: CEO

Docusign Envelope ID: 82FB6EEB-5152-4408-AF43-214D4768019A

JENNIFER ABEL (Client)

Date: 12/30/2024

Signed by:
Jennifer Abel
1A0CAC737D574C2...

RWA COMMUNICATIONS, LLC (Client)

Date: 12/30/2024

Signed by:
Jennifer Abel
1A0CAC737D574C2...

By: Jennifer Abel

Its: CEO

JED WALLACE (Client)

Date: 12/24/2024

DocuSigned by:
AAF9B85E5043450...

STREET RELATIONS, INC. (Client)

Date: 12/24/2024

DocuSigned by:
AAF9B85E5043450...

By: JED WALLACE

Its: Director

EXHIBIT 56

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---000---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF JENNIFER ABEL
Los Angeles, California
Thursday, September 25, 2025

Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

asking her in August '24, 2024, or anytime in 2024?

MS. TAHLER: I'm asking at this time, the Signal chat.

MR. FREEDMAN: August '24?

MS. TAHLER: Yes.

MR. FREEDMAN: Listen to the question.

THE WITNESS: In August 2024, no.

BY MS. TAHLER:

Q Do you know whose client was Mr. Freedman's in August of 2024?

A No.

Q The client that you referred to earlier that you were communicating with via Signal with Ms. Jones, was that [redacted]?

A No.

Q Who was it?

A Do you want to go on?

Q We're still on.

A Okay. Sorry. [redacted].

Q Did you ever communicate with [redacted] on Signal?

A No.

Q With any of his people?

A I don't -- I don't recall [redacted] using Signal. Stephanie asked that I download Signal

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 26th day of September, 2025.



ASHLEY SOEVYN

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---000---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF JENNIFER ABEL
Los Angeles, California
Friday, September 26, 2025
Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

your belief that that person could bury Ms. Lively?

MR. FREEDMAN: Objection.

THE WITNESS: No.

BY MR. GOTTLIEB:

Q You sure?

A Yes.

Q Ms. Abel, yesterday you testified that in some point in August of 2017, you were added to a Signal chain; is that right?

A Sorry. What was the date?

Q At some point in -- did I say 2017?

THE STENOGRAPHIC REPORTER: Yeah.

BY MR. GOTTLIEB:

Q In August of 2024, you were added to a Signal chain with a few people; is that right?

A I believe I testified that I think I was, around that time frame. I don't think there was any content in that text chain.

Q Okay. And who was -- hold on just a second.

Who was -- who was on that text chain to the best of your recollection?

A I believe it was -- I would have to -- I'd have to go back and refresh my memory.

Q Okay. You're not sure as you sit here

will invade the attorney-client privilege. So even if you're going to say yes to that, that's going to invade the attorney-client privilege. So you're not going to -- I'm going to instruct her not to answer.

MR. GOTTLIEB: About the simple fact of whether she knew she was required to preserve documents?

MR. FREEDMAN: Yeah, because the simple fact is revealing the actual privileged communication.

MR. GOTTLIEB: Okay.

BY MR. GOTTLIEB:

Q So are you going to follow your counsel's instruction?

A Yes, I'm going to follow my counsel's instruction.

Q Okay.

Other than the Signal thread that you -- that we talked about earlier in August, between August and December of 2024, can you think of any other Signal thread or Signal communications that you sent or received to anyone about anything?

A Not that I can recall, no.

Q Okay. Have you had Signal communications since December of 2024?

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 27th day of September, 2025.



ASHLEY SOEVYN

CSR No. 12019

EXHIBIT 57

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---000---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF JENNIFER ABEL
Los Angeles, California
Thursday, September 25, 2025

Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

was conversations of starting Signal. I wasn't using it at the time. I was being asked to download it. I -- I -- I'd have to go through either documents, or maybe my memory can be recollected later, when I actually downloaded Signal and we started communicating.

Q Who asked you to download Signal?

A So I had --

MR. FREEDMAN: If -- I would instruct you not to answer --

THE WITNESS: Sure.

MR. FREEDMAN: -- to the extent this invades the attorney-client privilege.

THE WITNESS: Uh-huh. Well, initially Stephanie Jones asked me to download Signal. She used it frequently. And we were working together with a client to -- who primarily used Signal. And then after that client terminated us, I had deactivated the app because I didn't use it for anything else.

BY MS. TAHLER:

Q And after that deactivation, up until the time of this lawsuit, did you reactivate Signal?

A Yes.

Q And why was that?

A Again, it was -- I believe that this would be attorney protected.

Q When was this?

A When? August. It would be August. I don't recall when in August. I apologize. But it would be August 2024.

Q An attorney instructed you to download Signal?

A I don't believe the attorney -- an attorney instructed me to download it, initially, but my communications in Signal are with attorneys.

Q Which attorneys?

A My attorneys, Bryan Freedman, et al.

Q And you had Signal communications with Mr. Freedman -- this is just a yes-or-no answer --

A Uh-huh.

Q -- in August of 2024?

A I -- I believe a chain was started. I don't think there were communications on that chain.

Q Was Mr. Freedman your personal attorney in 2024?

A No.

Q Was he an attorney for Mr. Baldoni?

A He --

MR. FREEDMAN: Just to clarify, you're

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 26th day of September, 2025.



ASHLEY SOEVYN

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---000---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF JENNIFER ABEL
Los Angeles, California
Friday, September 26, 2025
Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

your belief that that person could bury Ms. Lively?

MR. FREEDMAN: Objection.

THE WITNESS: No.

BY MR. GOTTLIEB:

Q You sure?

A Yes.

Q Ms. Abel, yesterday you testified that in some point in August of 2017, you were added to a Signal chain; is that right?

A Sorry. What was the date?

Q At some point in -- did I say 2017?

THE STENOGRAPHIC REPORTER: Yeah.

BY MR. GOTTLIEB:

Q In August of 2024, you were added to a Signal chain with a few people; is that right?

A I believe I testified that I think I was, around that time frame. I don't think there was any content in that text chain.

Q Okay. And who was -- hold on just a second.

Who was -- who was on that text chain to the best of your recollection?

A I believe it was -- I would have to -- I'd have to go back and refresh my memory.

Q Okay. You're not sure as you sit here

will invade the attorney-client privilege. So even if you're going to say yes to that, that's going to invade the attorney-client privilege. So you're not going to -- I'm going to instruct her not to answer.

MR. GOTTLIEB: About the simple fact of whether she knew she was required to preserve documents?

MR. FREEDMAN: Yeah, because the simple fact is revealing the actual privileged communication.

MR. GOTTLIEB: Okay.

BY MR. GOTTLIEB:

Q So are you going to follow your counsel's instruction?

A Yes, I'm going to follow my counsel's instruction.

Q Okay.

Other than the Signal thread that you -- that we talked about earlier in August, between August and December of 2024, can you think of any other Signal thread or Signal communications that you sent or received to anyone about anything?

A Not that I can recall, no.

Q Okay. Have you had Signal communications since December of 2024?

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 27th day of September, 2025.



ASHLEY SOEVYN

CSR No. 12019

EXHIBIT 58

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---oOo---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF JENNIFER ABEL
Los Angeles, California
Thursday, September 25, 2025

Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

specifically for our work on behalf of [redacted]
I don't recall if I ever used that app for [redacted]
[redacted]

Q After downloading Signal in August of 2024, do you recall actually having communications in it?

A No.

Q You don't recall one way or another, or there weren't communications?

A I don't recall one way or another if there were communications in Signal --

Q Do you know?

A -- in August.

Q Do you know how many people were part of the chat that you've been testifying to in the August 2024 time period?

A No, I don't. I just know that's when I started Signal, and I don't recall start having any communications in the app. That's when I opened the app, or re-downloaded the app. Sorry.

Q In the chat with Mr. Freedman that you referred to earlier, do you recall any others that were in that chat?

A No, I don't. I just recall potentially starting a thread, but I don't -- I don't believe we

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 26th day of September, 2025.



ASHLEY SOEVYN

EXHIBIT 59

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

BLAKE LIVELY, PLAINTIFF, VS. WAYFARER STUDIOS LLC, JUSTIN BALDONI, JAMEY HEATH, STEVE SAROWITZ, IT ENDS WITH US MOVIE LLC, MELISSA NATHAN, THE AGENCY GROUP PR LLC, JENNIFER ABEL, JED WALLACE, AND STREET RELATIONS INC., DEFENDANTS.	)	CASE NO. 1:24-CV-10049-LJL (CONSOLIDATED WITH 1:25-CV-00449-LJL
JENNIFER ABEL, THIRD-PARTY PLAINTIFF, VS. JONESWORKS LLC, THIRD-PARTY DEFENDANT.	)	
WAYFARER STUDIOS LLC, JUSTIN BALDONI, JAMEY HEATH, IT ENDS WITH US MOVIE LLC, MELISSA NATHAN, JENNIFER ABEL, AND STEVE SAROWITZ, CONSOLIDATED PLAINTIFFS, VS. BLAKE LIVELY, RYAN REYNOLDS, LESLIE SLOANE, VISION PR, INC., AND THE NEW YORK TIMES COMPANY, CONSOLIDATED DEFENDANTS.	)	

(Exhibit No. 18 was marked.)

Q. (BY MR. GOTTLIEB) This is Exhibit 18. And Mr. Wallace, you've been handed a document marked as Exhibit 18 bearing the Bates Nos. Street 3.0348 through 0355. And let me know once you've had a chance to look through it.

A. Okay.

Q. You've had a chance to look through Exhibit 18?

A. I have.

Q. And Exhibit 18 is an email exchange be an attachment that involves you, a number of people from TAG, and someone from youthforia.co; is that right?

A. Yes.

Q. Is Youthforia a client that you did any work for around this time?

A. They were a client of TAG's.

Q. Okay. A client of TAG's. Did you or Street do any work for them in connection with TAG's services?

A. I had a few consulting calls with them.

Q. Okay. And this August -- this is August 3rd, 2024. Is that around the same time that you began working for -- performing the work that you did on behalf of Wayfarer Studios?

A. No. It was later for Wayfarer.

Q. A few days later?

A. August 9th.

Q. This was around the same time that you began talking to Ms. Nathan about Mr. Baldoni and Wayfarer; is that right?

A. I don't recall.

Q. Okay. At most, then, I think what you're saying it was six days apart from when you were engaged?

A. According to this date, yes.

Q. Okay. And there is a scope of work for Youthforia that is attached to the end of this email chain; is that right?

A. Yes.

Q. And Mr. Gould, the founder and CEO of Kombo Ventures is the first person to send an email -- oh, lost your microphone.

A. My bad.

Q. No worries.

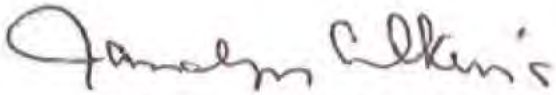
Am I right that Kevin Gould, who's the founder and CEO of Kombo Ventures with a K, is the person who introduces or connects you with Fiona Co Chan at Youthforia?

A. Yes.

Q. Okay. And at 8:28 p.m. on Friday, August 2nd, you reply to the introduction that Mr. Gould has sent; is that right?

interested in the outcome of the action.

Certified to by me this 10th day of October 2025.



JANALYN ELKINS
Texas CSR 3631
Expiration Date 1/31/2027
Veritext Legal Solutions
300 Throckmorton Street, Suite 1600
Fort Worth, Texas 76102
Firm Registration No. 571
PH: (817) 336-3042

EXHIBIT 60

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---oOo---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF MELISSA NATHAN
Los Angeles, California
Monday, September 29, 2025

Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

Q You don't know, as you sit here today, whether you sent or received a single message on Signal in August of 2024 relating to this -- this matter?

A I don't know.

Q You used Signal when you communicate with Jed Wallace; is that right?

A Amongst other things, yes.

Q What other things?

A Telephone.

Q What else?

A Text.

Q What else?

A Email.

Q What else?

A To the best of my knowledge, that's it.

Q Voice memos?

A I don't send voice memos.

Q Have you received voice memos from Mr. Wallace?

A Yes.

Q Do any of those voice memos have an auto delete function attached to them?

A I'm not sure.

Q Do you have any understanding of what the

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 1st day of October, 2025.



ASHLEY SOEVYN

CSR No. 12019

EXHIBIT 61

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---000---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF JAMEY HEATH
Los Angeles, California
Wednesday, October 8, 2025

Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

Q On August 11th, Mr. Wallace said -- you -- you refer to Signal.

Do you see that?

A Which one is this?

Q August 11th at 12:02 a.m.

A Hey, man, I appreciate your message. I could tell after speaking with you --

Q In the middle, you say:

(As read):

"As for Signal, I'm not on it, but we'll set that up this week for sure. I'll let you know once I've done that."

Do you see that?

A I do.

Q Did you set up Signal at this time?

A I must have. I think I might -- I think I did.

Q And did you let Mr. Wallace know that you had set it up?

A I don't know.

Q Did you communicate with Mr. Wallace on Signal at this -- after August 11th, 2024?

A I think there was a few -- a few messages sent.

Q And when did you first send a Signal

message to Mr. Wallace?

A I don't recall.

Q When did you first receive a Signal message from Mr. Wallace, if at all?

A I don't recall. I guess it would have been around this time. That's my guess.

Q Okay. And did you communicate on Signal with anyone else after you obtained Signal?

A I don't think so.

Q The only person --

A There could have been somebody, but I don't think so.

Q The only one you recall communicating with on Signal was Mr. Wallace?

MS. SHAPIRO: Objection.

THE WITNESS: The time, I don't remember. It could have been. I -- I would have to refresh my memory. Maybe there was something with Jen and Melissa on there, but I don't have a specific memory of it.

BY MS. HUDSON:

Q Did you have a group chain with Mr. Wallace, Ms. Abel, and Ms. Nathan at this time?

A I don't know if that was on Signal or a text message, but I think that we did.

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 10th day of October 2025.



ASHLEY SOEVYN

CSR No. 12019

EXHIBIT 62

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---000---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF JUSTIN BALDONI
Los Angeles, California
Monday, October 6, 2025
Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

BY MS. SHAH:

Q I want to come back to the -- your use of Signal.

A Uh-huh.

Q I think you testified earlier this morning that you had never used Signal before Blake's complaint was filed in December of 2024.

Am I getting that correct?

A I had the app, but I wasn't a participant, like, doing anything on the app.

Q Do you recall when you downloaded the app?

A I recall two different times that I had downloaded the app. The first time I ever heard of Signal was from Stephanie Jones. And I don't know how long ago that was. I feel like that was -- I close my eyes sometimes because I visualize so I understand where I am. I believe it was in 20 -- I think it was around 2020.

She had told me that was her preferred method of communication, but we never communicated on Signal. And then -- and then I think your phone just gets rid of it when you don't use it. And then I downloaded it again. I joined a men's group and they had their group on Signal. But then I was

unable to join officially the men's group so I never joined that group on Signal. And then so it was just kind of an app that was there.

And then I downloaded it probably the day after or two days after the New York Times article and the lawsuit.

Q When you downloaded it a day or two after the New York Times article and the lawsuit, why did you do that?

A I believe it was a group decision to move all of our chats to Signal.

Q Who was in that group that made that group decision?

A My attorneys. I believe all the defendants here.

Q Melissa Nathan?

A Yes.

Q Jen Abel?

A Yes.

Q Jamey Heath?

A Yes.

Q Steve Sarowitz?

A I think he eventually joined, yes.

Q But not at first?

A Steve is always in his own world.

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 7th day of October 2025.



ASHLEY SOEVYN

CSR No. 12019

EXHIBIT 63

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---000---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF JAMEY HEATH
Los Angeles, California
Wednesday, October 8, 2025

Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

have been one of them. I just don't know.
BY MS. HUDSON:
Q So you may have communicated with other people on Signal in August of 2024 other than the ones you identify?
A I don't have a particular recollection of it because I think that was the only people that I communicated with at that time, but I don't know.
Q Did you communicate with Mr. Freedman on Signal in August of 2024?
A I don't know.
Q You may have?
A I don't know.
Q Did you communicate with Mr. Baldoni on Signal in August of 2024?
A I don't know.
Q When you downloaded Signal, did you make any effort to change any of the settings for the handling of preservation of messages?
A In August?
Q When you downloaded Signal?
A No.
Q Did the messages that you exchanged on Signal in August of 2024 automatically disappear as far as you know?

MS. SHAPIRO: Objection.

THE WITNESS: I think that depends on whatever thread I was on, whoever initiated it may have set the settings. I don't have any particular memory of myself setting something to disappear.

BY MS. HUDSON:

Q And did you set up your Signal messages so that they would not disappear?

A In August?

Q Yes.

A I don't believe I was thinking about that.

Q Did you communicate by Signal in September of 2024?

A I may have.

Q And who do you believe you may have communicated with on Signal in September of 2024?

MS. SHAPIRO: Objection.

THE WITNESS: It would be a guess. I just don't know.

BY MS. HUDSON:

Q Did you communicate with Mr. Wallace on Signal in September of 2024?

MR. GLOVER: Objection. Form.

THE WITNESS: I may have.

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 10th day of October 2025.



ASHLEY SOEVYN

CSR No. 12019

EXHIBIT 64

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---oOo---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF MELISSA NATHAN
Los Angeles, California
Monday, September 29, 2025

Stenographically Reported by: Ashley Soevyn,
CALIFORNIA CSR No. 12019

me strike that and try to be clear.

When you said you understood that you were required to preserve everything related to this matter, Ms. Lively had allegations other than sexual harassment allegations, correct?

A Whatever was in here, I knew I was meant to preserve it, and I did that.

Q Okay. And you knew that those preservation requirements extended to text messages and social media accounts and emails, right?

A From the 20th of December, I knew that, yes.

Q And including messages sent through WhatsApp or Signal or other ephemeral messaging platforms?

A I did.

Q Okay. And did you preserve all of your messages after this point in time?

A I did.

Q You -- you have a messaging app on your phone. Do you have any auto delete functions enabled, so far as you know, on your text messages on your phone? Your regular messaging app, not Signal or WhatsApp or any other?

A During what time period? In general? Or

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 1st day of October, 2025.



ASHLEY SOEVYN

CSR No. 12019

EXHIBIT 65

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
---000---

BLAKE LIVELY,
Plaintiff,
vs. CASE NO. 24-CV-10049-LJL (LEAD CASE)
25-CV-449 (LJL) (MEMBER CASE)

WAYFARER STUDIOS LLC, ET AL.

Defendants.

JENNIFER ABEL,
Third-party Plaintiff,
vs.
JONESWORKS, LLC,
Third-party Defendant.

WAYFARER STUDIOS LLC, et al.
Consolidated Plaintiffs,
vs.
BLAKE LIVELY, et al.
Consolidated Defendants.

CONFIDENTIAL

VIDEO-RECORDED DEPOSITION OF JAMEY HEATH
Los Angeles, California
Wednesday, October 8, 2025

Stenographically Reported by: Ashley Soevyn, CALIFORNIA CSR No. 12019

Q Have you taken any steps to learn if Wayfarer has any policies, practices, or procedures regarding document retention or deletion?

MS. SHAPIRO: Objection. Just to be clear again, he's not here as a 30(b)(6) witness.

THE WITNESS: I have not taken any particular steps as a company to make sure that our -- there is some sort of policy. But Wayfarer is -- is aware to not delete anything.

BY MS. HUDSON:

Q And how would you know? How is Wayfarer aware not to delete anything?

MS. SHAPIRO: Objection.

THE WITNESS: Once we received the CRD complaint, sometime at that point we were made aware, and that was communicated.

BY MS. HUDSON:

Q So you -- you weren't aware of any obligations to preserve or not delete documents until you received the CRD complaint?

MS. SHAPIRO: Objection.

THE WITNESS: Was not aware.

BY MS. HUDSON:

Q So did you make any effort to preserve or not delete documents prior to receiving the CRD

complaint?

MS. SHAPIRO: Objection.

THE WITNESS: Other than what I said, that there was no reason or auto delete happening, there was no particular effort to go outside the normal scope.

BY MS. HUDSON:

Q And you said that you received instructions to preserve documents after Ms. Lively filed her CRD complaint?

MS. SHAPIRO: Objection.

THE WITNESS: I don't know if it was the CRD complaint or the lawsuit. I don't recall, but during that period we learned that there was -- or maybe it was a -- maybe it was a notice from Mr. Gottlieb. Sometime in that frame we were made aware. I don't recall where it came from.

BY MS. HUDSON:

Q Are you talking about the cease and desist letter that we sent?

A It may have been that. I don't recall exactly. It was just in that time frame.

Q And did you take some steps to preserve documents once you received the cease and desist letter?

A Yes.
Q What steps did you take?
A Made sure that personally, if there was anything that was said to disappear or delete, that they were not. Told Wayfarer parties to not delete anything, that in case they otherwise might. I can't recall at the moment, but I think those were the general steps.
Q Okay. And did you have any personal devices that were set for automatic deletion at that time?
MS. SHAPIRO: Objection.
THE WITNESS: There may have been some threads that were on Signal. So I just reviewed them and made sure that they were not on disappearing mode.
BY MS. HUDSON:
Q So what was -- what was there between August and December 2024, you ensured it was not on auto disappearing mode?
MS. SHAPIRO: Objection.
THE WITNESS: I don't understand the question.
BY MS. HUDSON:
Q Well, you said that you had some

communications between August and December of 2024, correct?

A Yes.

Q And when you got the cease and desist letter, you looked at the threads to make sure that they were not on automatic disappearing mode, correct?

A Correct.

Q So at the time that you did that, those threads existed, correct?

A Correct. I imagine so.

Q And they should still be there then, right?

A I believe they would be.

Q And were any of those threads related in any way to Ms. Lively, Mr. Reynolds, or any of the issues in this litigation?

MS. SHAPIRO: Objection. Form.

THE WITNESS: I didn't pay attention to the content. I just made sure that whatever thread there was, was -- was not -- there is no nothing in there that would auto delete or auto disappear.

BY MS. HUDSON:

Q And that's for all your Signal communications?

REPORTER'S CERTIFICATE

I, ASHLEY SOEVYN, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the foregoing proceedings were taken before me at the time and place herein set forth; at which time the witness was put under oath by me;

That the testimony of the witness, the questions propounded, and all objections and statements made at the time of the examination were recorded stenographically by me and were thereafter transcribed;

That a review of the transcript by the deponent was/ was not requested;

That the foregoing is a true and correct transcript of my shorthand notes so taken.

I further certify that I am not a relative or employee of any attorney of the parties, nor financially interested in the action.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct. Dated this 10th day of October 2025.



ASHLEY SOEVYN

CSR No. 12019