

Exhibit 41

1 UNITED STATES DISTRICT COURT
2
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4 SOUTHERN DISTRICT OF NEW YORK
5
6

7 BLAKE LIVELY,)
8 Plaintiff,)
9)
10 v.)
11) CASE NO.
12 WAYFARER STUDIOS LLC, a) 1:24-CV-10049-LJL
13 Delaware Limited Liability)
14 Company, JUSTIN BALDONI, an)
15 individual, JAMEY HEATH, an)
16 individual, STEVE SAROWITZ, an)
17 individual, IT ENDS WITH US)
18 MOVIE LLC, a California)
19 Limited Liability Company,)
20 MELISSA NATHAN, an individual,)
21 THE AGENCY GROUP PR LLC, a)
22 Delaware Limited Liability)
23 Company, JENNIFER ABEL, an)
24 individual, JED WALLACE, an)
25 individual, and STREET)
RELATIONS INC., a California)
Corporation,)
Defendants.)

)

16 CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER
17
18

19 VIDEOTAPED DEPOSITION OF
20

21 DANNY GREENBERG
22

23 FRIDAY, SEPTEMBER 19, 2025
24

25 LOS ANGELES, CALIFORNIA
26

27 PAGES 1 - 318
28

29 REPORTED BY MARK SCHWEITZER
30

31 CSR #10514, RPR, CRR
32

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1	you been a talent agent?	10:01:18
2	A. Yes.	10:01:20
3	Q. Now, you're familiar with the parties to	10:01:21
4	this case having read the complaint. In other words,	10:01:27
5	who the plaintiff is and who the defendants are?	10:01:29
6	A. Yes.	10:01:32
7	Q. And is it correct that at some point in	10:01:33
8	time, you represented Mr. Baldoni, a defendant in	10:01:37
9	this case?	10:01:43
10	A. Yes.	10:01:43
11	Q. How long did you represent Mr. Baldoni in	10:01:43
12	your capacity as a talent agent?	10:01:47
13	A. Around five years. I started representing	10:01:49
14	him after he directed his first movie, roughly the	10:01:53
15	second half of 2019.	10:01:58
16	Q. And are you familiar with an entity called	10:02:01
17	Wayfarer?	10:02:05
18	A. Yes.	10:02:05
19	Q. And Wayfarer Studios, is that or has that	10:02:06
20	been a client of William Morris's, if you know?	10:02:11
21	A. Yes.	10:02:14
22	Q. And would you be the talent agent who	10:02:15
23	would've primarily responsible for the representation	10:02:22
24	of Wayfarer?	10:02:23
25	A. There was a team that represented	10:02:23

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1	Wayfarer. The primary representation of Wayfarer was	10:02:25
2	through William Morris Endeavor's independent	10:02:31
3	division. I was involved in that representation, but	10:02:31
4	my primary responsibility was representing Justin	10:02:35
5	as -- as a director and an actor.	10:02:38
6	Q. And again, approximately how many years or	10:02:45
7	how long did you represent Mr. Baldoni in your	10:02:51
8	capacity as an agent for William Morris?	10:02:56
9	A. Five years.	10:02:59
10	Q. Do you still represent Mr. Baldoni?	10:03:00
11	A. No.	10:03:03
12	Q. Why not?	10:03:04
13	A. We released Mr. Baldoni -- or Justin and	10:03:09
14	Wayfarer right around December 22nd of '24.	10:03:13
15	Q. Okay. Let me start with who is "we"?	10:03:18
16	A. The agency.	10:03:21
17	Q. And was there some event that prompted	10:03:25
18	Mr. Baldoni's dismissal as a client of William	10:03:31
19	Morris?	10:03:33
20	MS. GOVERNNSKI: Objection. Form.	10:03:41
21	THE WITNESS: Can you repeat the question?	10:03:43
22	Q. BY MS. GAROFALO: I will. I'll rephrase	10:03:45
23	it. Did something happen that caused William Morris	10:03:46
24	to drop Mr. Baldoni as a client?	10:03:49
25	A. Yes.	10:03:51

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1 you see that you received this? You're in the cc 04:38:54
2 line? 04:38:57

3 A. Yeah. I do. 04:38:57

4 Q. Okay. And you see the subject is "It Ends 04:38:57
5 With Us Proposed Sony Co-Production Term Sheet" -- 04:38:59

6 A. Got it. Yup. 04:38:59

7 Q. Do you see that -- 04:39:03

8 A. It looks -- yeah, it looks like a producer 04:39:04
9 arranged an agreement between Wayfarer and Sony. 04:39:05

10 Q. Okay. And the attachment to at least 04:39:08
11 Exhibit 22 is "Proposal to Sony For It Ends With Us." 04:39:10

12 Do you see that? 04:39:13

13 A. Yes. 04:39:13

14 Q. Okay. And the -- and the -- and you recall 04:39:14
15 receiving this document -- 04:39:18

16 A. No, I don't recall seeing it because I 04:39:20
17 wasn't across this. My colleague, Deb McIntosh, was, 04:39:25
18 but I was copied. 04:39:29

19 Q. Okay. And the opening email of Exhibit 22 04:39:30
20 states, "Michael, on behalf of Wayfarer Studios, 04:39:33
21 attached please find a proposed term sheet for a 04:39:35
22 co-production for It Ends with Us." 04:39:38

23 Do you see that document -- 04:39:39

24 A. Yes. Yes. 04:39:40

25 Q. Do you understand that Schuyler Moore, who 04:39:40

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1 it looks to be a lawyer, was sending this to Sony on 04:39:45
2 behalf of Wayfarer; is that right? 04:39:48
3 A. Looks that way, yeah. 04:39:50
4 Q. Okay. And if you could go to the next 04:39:51
5 page -- oh, by the way, does Sony also go by 04:39:53
6 "Columbia"? 04:39:57
7 A. Yes. 04:39:57
8 Q. Okay. So if we see "Columbia" in this, can 04:39:57
9 we understand that to be referring to Sony? 04:40:00
10 A. Yes. 04:40:02
11 Q. Okay. So if you can go to the page ending 04:40:02
12 in 345 of Exhibit 22 and Paragraph 6. 04:40:07
13 Do you see that? 04:40:13
14 A. Yes. 04:40:14
15 Q. Okay. And you see it says, "Director." 04:40:14
16 "Justin Baldoni to direct and to have final cut 04:40:17
17 rights. Picture to be edited at a location of his 04:40:20
18 choosing." 04:40:25
19 Do you see that? 04:40:25
20 A. Yes. 04:40:26
21 Q. What does "final cut rights" mean? 04:40:26
22 A. Meaning that his cut of the movie would be 04:40:30
23 the movie that would be released. 04:40:32
24 Q. So do you understand that Wayfarer, in 04:40:33
25 their proposal to Sony, was proposing that 04:40:37

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1	Mr. Baldoni would have final cut rights?	04:40:40
2	A. Yes.	04:40:42
3	Q. Okay. Let's go to Exhibit 23, please. And	04:40:44
4	I'm gonna ask you to turn to the exact same	04:40:46
5	paragraph, which is located on the page ending in	04:40:50
6	Bates No. 1997. Same paragraph. Paragraph 6. Let	04:40:54
7	me know when you're there.	04:40:59
8	A. I'm there.	04:41:02
9	Q. Okay. And do you notice any changes in	04:41:02
10	Paragraph 6?	04:41:08
11	A. Yes.	04:41:10
12	Q. Please explain.	04:41:11
13	A. It says here -- I'm assuming this is a	04:41:13
14	response from Sony, that Sony does not customarily	04:41:19
15	give directors a final cut, which is their response	04:41:22
16	to Wayfarer asking for it.	04:41:26
17	Q. So specifically in Paragraph 6, they put	04:41:28
18	what appears to be brackets around "to have final cut	04:41:30
19	rights"; is that right?	04:41:34
20	A. Yes.	04:41:35
21	Q. And then they write in the last sentence,	04:41:36
22	"Columbia customarily doesn't give directors final	04:41:38
23	cut."	04:41:43
24	Do you understand that?	04:41:43
25	A. Yes.	04:41:43

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1 Q. Okay. And then let's go to the third, 04:41:44
2 Exhibit 24. And we can start on the cover page, 04:41:50
3 which ends in 367. And you see this is an email 04:41:55
4 from, again, Mr. Moore saying, "Attached please find 04:42:01
5 a clean and redline proposal with our remaining minor 04:42:05
6 requested changes." 04:42:09

7 Do you see that? 04:42:10

8 A. Yes. 04:42:10

9 Q. Okay. And so let's go to the next page 04:42:10
10 again. Same drill. Document ends in 369, 04:42:12
11 Paragraph 6. 04:42:18

12 Do you see that paragraph? 04:42:18

13 A. Yes. 04:42:19

14 Q. And what do you notice about Paragraph 6 in 04:42:19
15 this version? 04:42:22

16 A. It now has become a -- basically a scenario 04:42:23
17 of -- of testing the film and it's ultimately -- how 04:42:50
18 that ultimately plays out will dictate which film 04:42:56
19 will be released. 04:42:59

20 Q. So Paragraph 6 removes the language that 04:43:00
21 Mr. Baldoni was to have final cut rights; is that 04:43:05
22 right? 04:43:07

23 A. Correct. 04:43:07

24 Q. And it says instead, "Final cut to be 04:43:08
25 determined by bake-off"? 04:43:10

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1 A. Yes. 04:43:14

2 Q. What is a bake-off? 04:43:15

3 A. A bake-off is when a filmmaker comes to an 04:43:16

4 agreement with a studio that if the movie tests at a 04:43:23

5 certain level, that the studio would release that 04:43:27

6 particular version of the movie. If it achieves 04:43:29

7 those numbers in a test screening scenario. 04:43:33

8 Q. And what happens if it doesn't achieve 04:43:36

9 those levels? 04:43:39

10 A. Then the studio would not contractually be 04:43:40

11 obligated to release that cut of the film. 04:43:43

12 Q. And what would be released instead? 04:43:45

13 A. They would probably come to some 04:43:48

14 arrangement on ultimately what the -- you know, which 04:43:49

15 cut should be released. And usually, at that point, 04:43:50

16 the studio and the filmmaker and the editor would 04:43:52

17 work on a cut that everyone feels good about. 04:43:54

18 Q. So a bake-off contemplates more than one 04:43:56

19 cut? 04:44:00

20 A. A bake-off contemplates -- really in 04:44:00

21 this -- well, let me took here 'cause I don't see it 04:44:04

22 referring to any other cut in here. 04:44:07

23 Q. Well, how would it be a bake-off if it's 04:44:12

24 only one cut? 04:44:15

25 A. You know, the word "bake-off" really 04:44:21

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1 doesn't have -- I'm not sure why it was used in this 04:44:22
2 scenario because it's pretty clear, and the studio 04:44:25
3 made it pretty clear, as did Wayfarer, that once it 04:44:29
4 hits the level in which it needed to hit, the studio 04:44:33
5 would release Justin's cut. So I'm not sure why the 04:44:38
6 word "bake-off" would be in this particular paragraph 04:44:40
7 'cause it doesn't reference anything other than 04:44:44
8 perhaps Sony's cut. In other words, if his cut 04:44:46
9 tested at a certain level and along the way of 04:44:50
10 post-production, Sony came up with another cut of the 04:44:52
11 movie as a backup in the event that Justin's cut 04:44:55
12 didn't reach the level in which it needed to reach, 04:44:58
13 they can then, theoretically, put this contract and 04:45:01
14 use the Sony cut. That would be my only 04:45:01
15 interpretation of why there would be a bake-off. 04:45:06

16 Q. And does this document contemplate any 04:45:07
17 specificity regarding what you've called Sony's cut? 04:45:11

18 A. Well, it says Columbia's changes. So 04:45:16
19 that -- that's the -- that would be the implication 04:45:18
20 in this -- if you were trying to find some version of 04:45:22
21 why the word "bake-off" is there. But my 04:45:23
22 interpretation in reading this, it's pretty clear 04:45:26
23 that it's simply a function of how Justin's cut would 04:45:29
24 test and whether or not Sony would have to engage or 04:45:32
25 not because the movie didn't test at a certain level. 04:45:35

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1	Q. You're not a lawyer, right?	04:45:38
2	A. No.	04:45:39
3	Q. So do you -- are you saying that they would	04:45:39
4	include the word "bake-off" even though they didn't	04:45:43
5	really mean bake-off?	04:45:45
6	A. No.	04:45:47
7	Q. Okay. And you see the last sentence refers	04:45:48
8	to a cut incorporating Columbia's changes, right?	04:45:54
9	A. Yup. Yes.	04:45:57
10	Q. And it doesn't say here who would be	04:45:57
11	responsible for creating a cut incorporating	04:45:59
12	Columbia's changes, does it?	04:46:02
13	A. No, it does not.	04:46:03
14	Q. Okay. So as of at least the date of this	04:46:04
15	document -- which, let's see when that is --	04:46:10
16	October 2022, Mr. Baldoni understood that he would	04:46:15
17	not have final cut rights; is that right?	04:46:19
18	MS. GAROFALO: Objection.	04:46:24
19	THE WITNESS: Correct.	04:46:26
20	Q. BY MS. GOVERNISKI: Okay. Let's go to an	04:46:29
21	exhibit that opposing counsel showed you, Exhibit	04:46:32
22	No. 8, which ends in WME 1214.	04:46:44
23	Before we talk about this document,	04:46:56
24	Mr. Greenberg, I just want to understand, are there	04:46:58
25	only -- were there only ever literally two versions	04:47:01

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1 of the film, like, Justin's edit and then another 04:47:06
2 version and that was it, only two? 04:47:10
3 A. No. I mean, it's -- there's Justin -- 04:47:13
4 it's -- it's a living, breathing thing. And so 04:47:17
5 Justin's edit of the film was a movie that he 04:47:20
6 effectively finished but not literally finished, but 04:47:24
7 that he, for the most part, finished. I'm not sure 04:47:27
8 whether or not it was locked yet. But that was the 04:47:29
9 movie that was tested that I attended. And that was 04:47:31
10 when I think this particular formula that you read in 04:47:35
11 the last paragraph, in paragraph 6, applied to that 04:47:39
12 test. 04:47:44
13 Q. How do you know it applied to that test? 04:47:45
14 A. Because as far as I know, that was the last 04:47:47
15 test of any of his films -- or any of his cuts that 04:47:49
16 he was doing along the way. 04:47:52
17 Q. How many of Justin's cuts were tested? 04:47:53
18 A. I don't recall how many. 04:47:55
19 Q. More than one, though? 04:47:57
20 A. I know there was at least two tests, but it 04:47:58
21 was the cut that he was progressing on. So it's one 04:48:01
22 version of the movie. It might have been farther 04:48:03
23 along in the second test than it was in the first 04:48:06
24 test, but it was the movie that he was working on 04:48:08
25 post. 04:48:10

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1 A. He -- he also referenced -- there might 05:20:14
2 have been a couple other things, like referencing the 05:20:19
3 fact the production hired one of Justin's friends to 05:20:20
4 be a doctor on the movie. In addition to Justin 05:20:23
5 hiring his wife to be a doctor on a movie. There 05:20:26
6 was -- I -- I don't recall anything else off the top 05:20:28
7 of my head, but he felt, to me, in that -- in that -- 05:20:33
8 on that call that he was trying to build a case 05:20:36
9 against Justin. And I just didn't feel like anything 05:20:38
10 rose to that occasion. And so I was trying to get, 05:20:43
11 you know, Ryan to give me more, and that's when he 05:20:46
12 sort of put a stop to it, and the call pivoted to 05:20:48
13 more about the print and the test that had just 05:20:51
14 happened, and his reaction to what he had just seen 05:20:53
15 in this part of it. 05:20:56

16 Q. But you earlier testified that none of what 05:20:56
17 he conveyed was sexual in nature; is that right? 05:21:00

18 A. Correct. 05:21:06

19 Q. Okay. Do you recall Mr. Reynolds conveying 05:21:06
20 to you that Colleen Hoover did not want to go to the 05:21:10
21 premiere with Mr. Baldoni? 05:21:15

22 A. I do remember that. 05:21:17

23 Q. What did he tell you? 05:21:21

24 A. He asked me if Justin was planning on going 05:21:22
25 to the premiere, which surprised me. I said, Of 05:21:24

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1	course, he would. I think, at the time, I reiterated	05:21:27
2	to him that he found the material, developed the	05:21:30
3	material, produced the material, co-financed the	05:21:32
4	material, starred in the movie, directed the movie,	05:21:34
5	and it seemed peculiar that he would even raise that	05:21:35
6	issue. And his reaction to my reaction was that	05:21:37
7	Colleen would not go to the premiere if Justin was	05:21:40
8	there -- or that he believed it's possible that	05:21:43
9	Colleen would not go to the premiere if he was there.	05:21:46
10	Q. Did you speak to Ms. Hoover regarding	05:21:49
11	whether she would go to the premiere if Mr. Baldoni	05:21:51
12	was there?	05:21:53
13	A. No.	05:21:54
14	Q. Do you have any reason to doubt	05:21:54
15	Mr. Reynolds's statement that Ms. Hoover would not go	05:21:57
16	to the premiere if Mr. Baldoni was there?	05:22:01
17	A. I had no reason to doubt it.	05:22:03
18	Q. Do you recall Mr. Reynolds telling you that	05:22:05
19	Ms. Lively was actually trying to keep the cast	05:22:09
20	together at that point to all go to the premiere	05:22:13
21	together?	05:22:17
22	A. I don't recall that part of the	05:22:17
23	conversation.	05:22:20
24	MS. GOVERNNSKI: Okay. We can mark	05:22:29
25	Exhibit 26, which will be WME_0000641.	05:22:33

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1	Q. By refuting her claims about what happened	05:45:25
2	on the set?	05:45:28
3	A. Potentially. Again, I wasn't across the --	05:45:28
4	the publicity campaign or -- or anything along those	05:45:33
5	lines. So that's -- this was basically a reflection	05:45:35
6	of what I heard from the publicists as well as from	05:45:38
7	Wayfarer.	05:45:42
8	Q. But your understanding is that they were	05:45:42
9	preparing to go public to refute her claims about	05:45:44
10	what happened to her on the set?	05:45:47
11	MS. GAROFALO: Objection.	05:45:50
12	THE WITNESS: In the event they needed to	05:45:51
13	defend themselves, as my understanding is that they	05:45:53
14	were prepared to be truthful about what their	05:45:55
15	experience was.	05:45:58
16	Q. BY MS. GOVERNSKI: Did you attend the	05:45:59
17	premiere of It Ends with Us?	05:46:01
18	A. Yes.	05:46:02
19	Q. Did you speak with Mr. Sarowitz at the	05:46:04
20	premiere?	05:46:10
21	A. I spoke with Mr. Sarowitz at the premiere	05:46:11
22	party.	05:46:13
23	Q. The premiere party after the premiere?	05:46:14
24	A. Correct.	05:46:16
25	Q. Where did that occur?	05:46:16

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1 A. At a hotel down the street. I forgot the 05:46:17
2 name of it. 05:46:20

3 Q. And that was on August 6, 2024? 05:46:20

4 A. That sounds right. 05:46:23

5 Q. What did you and Mr. Sarowitz discuss? 05:46:24

6 A. He asked me how things were going with 05:46:26
7 respect to publicity, with respect to the dynamic 05:46:34
8 between Blake and Justin. Is this gonna impact how 05:46:36
9 the movie opens? Is it -- my response to him was 05:46:39
10 simply, you know, The publicists are all over it. 05:46:42
11 They're doing their job. They're working in 05:46:45
12 conjunction with Blake's publicity team. And I -- it 05:46:47
13 seems to me like everything's going to be okay. At 05:46:49
14 that point, it was Thursday before the movie opened. 05:46:52
15 So there -- there really wasn't much out there, if 05:46:54
16 anything, about the dynamic between the two of them. 05:46:57
17 So I was basically trying to just sort of calm him 05:47:00
18 down. He was seemingly a bit defensive and nervous 05:47:03
19 about what could happen. Again, you know, he 05:47:09
20 financed and built the studio. And so I was just 05:47:13
21 basically alleviating his concerns, and he seemed to 05:47:17
22 be okay. 05:47:20

23 Q. You used the words, "calm him down." How 05:47:23
24 would you describe his demeanor? 05:47:25

25 A. I don't know him very well. I've only met 05:47:27

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1 him and had a couple of Zooms with him over time, 05:47:30
2 but, you know, he seems to me to be a relatively 05:47:33
3 intense guy, and a very straightforward, seemingly 05:47:35
4 very honest guy, at least how he has communicated 05:47:39
5 with me in the few times that we've communicated and 05:47:42
6 how that's very important to him. Kind of a 05:47:44
7 spiritual, faithful guy. And so in that moment, it 05:47:47
8 seemed to me that he was feeling like -- and I've 05:47:50
9 used the word earlier, a bit defensive in that he 05:47:52
10 needed to potentially protect himself, and so I was 05:47:55
11 trying to assure him that he really had nothing to 05:47:57
12 worry about and that everybody was doing their job, 05:47:59
13 and, you know, the movie's gonna open great and, you 05:48:02
14 know, it's gonna be all right. 05:48:04

15 Q. Do you remember anything in particular that 05:48:05
16 Mr. Sarowitz said, his exact words? 05:48:07

17 A. For instance? 05:48:10

18 Q. Well, did Mr. Sarowitz tell you that he was 05:48:14
19 prepared to spend a hundred million dollars to ruin 05:48:16
20 the lives of Ms. Lively? 05:48:18

21 A. No. He did not say that. 05:48:22

22 Q. Did he say anything similar to that? 05:48:22

23 A. He said that -- if I remember correctly, 05:48:26
24 when I used the word "publicist," his response to 05:48:28
25 that is, That's fine, but, you know, I have lawyers, 05:48:32

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1 and in the event I need to, and this becomes a legal 05:48:34
 2 situation, I'm prepared to spare no expense. He 05:48:37
 3 didn't mention anything about money. And again, it 05:48:39
 4 just sort of seemed in character. But my analysis 05:48:43
 5 was that it was purely defensive and that he had no 05:48:50
 6 intention of doing anything. It sounded like it was 05:48:53
 7 a little bit hubris and a little bit like, you know, 05:48:56
 8 let me know if I need to do something, I will. Let 05:48:59
 9 me know if I need to engage or whatever, and so that 05:49:02
 10 was the last time I spoke to him. 05:49:04

11 Q. So it's your testimony that he did not 05:49:05
 12 reference spending a hundred million dollars? 05:49:07

13 A. I don't -- I don't recall. It's possible. 05:49:10
 14 I just don't recall him using that number or that 05:49:14
 15 figure. I do recall something to the effect of 05:49:16
 16 sparing no expense. So it's possible he did. I just 05:49:21
 17 don't recall that. 05:49:25

18 Q. And is Mr. Sarowitz a billionaire? 05:49:27

19 A. I believe so. 05:49:30

20 MS. GAROFALO: Objection. 05:49:31

21 THE WITNESS: I believe so from what I've 05:49:32
 22 read -- 05:49:34

23 Q. BY MS. GOVERNISKI: So what was your 05:49:34
 24 impression of when he said he would spare no expense? 05:49:36

25 A. I didn't really have much of an impression. 05:49:40

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1 A. Yes. That's the only thing that he 05:54:27
2 mentioned to me. He used the word "legal," and that 05:54:35
3 was the only context in which he mentioned anything 05:54:35
4 to me. 05:54:36

5 MS. GOVERNNSKI: Okay. I'm gonna mark 05:54:36
6 Exhibit 30. 05:54:41

7 (Exhibit 30 for identification.) 05:54:43

8 MS. LEADER: Counsel, after this exhibit, 05:54:43
9 can we take a five-minute break? 05:54:47

10 MS. GOVERNNSKI: Yeah. I have just one more 05:54:47
11 module after this, and then I probably will be done. 05:54:48
12 But we can take a break. 05:54:48

13 Q. Okay. What I just handed you is WME 1319. 05:54:51
14 Do you see that in front of you? 05:54:59

15 A. I do. 05:55:00

16 Q. Do you recognize this? 05:55:01

17 A. Yes, I do. 05:55:02

18 Q. Okay. Do you see in the first paragraph, 05:55:03
19 you say, "I think we're on a good path here. There's 05:55:08
20 a truce between the publicists on both sides," and 05:55:11
21 your last sentence in that paragraph is, "I had to 05:55:15
22 dial down the billionaire at the premiere who is 05:55:17
23 ready for serious battle." 05:55:21

24 Do you see that? 05:55:22

25 A. Yes. 05:55:26

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1 Q. Who is the billionaire that you're 05:55:26
2 referring to here? 05:55:26

3 A. Steve Sarowitz. 05:55:28

4 Q. And again, why did you use the term -- 05:55:30
5 strike that. 05:55:32

6 Why did you use the term -- well, strike 05:55:32
7 that. 05:55:32

8 Why did you use the term, "ready for 05:55:34
9 serious battle"? 05:55:34

10 A. Well, it's just a continuation of what I've 05:55:35
11 been saying the past five minutes. That he felt 05:55:39
12 threatened. And "battle" refers to potentially 05:55:40
13 having to get into a legal dispute. 05:55:42

14 MS. GOVERNSKI: Okay. Let's take a quick 05:55:47
15 break, and then just think I just have two more 05:55:49
16 minutes of questions. 05:55:52

17 MS. GAROFALO: Can we get a time check for 05:55:54
18 both sides, please? 05:55:56

19 THE VIDEOGRAPHER: Yes, let's go off the 05:55:57
20 record first. 05:55:59

21 MS. GAROFALO: Sure. 05:56:00

22 THE VIDEOGRAPHER: We're going off the 05:56:01
23 record. The time is 5:55 p.m. 05:56:02

24 (Recess taken.) 06:17:15

25 THE VIDEOGRAPHER: We are back on the 06:17:15

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

4 I, Mark Schweitzer, Certified

5 Shorthand Reporter No. 10514, do hereby

6 Certify:

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

11 That said deposition was taken down by me
12 in shorthand and thereafter reduced to print by
13 means of computer-aided transcription; and the same
14 is a true, correct, and complete transcript of said
15 proceedings.

16 I further certify that I am not interested in
17 the outcome of the action.

18 Witness my hand this 22nd day of September,
19 2025.

20 
21 MARK SCHWEITZER, CSR #10514, RPR, CRR
22 Certified Shorthand Reporter
23 In and for the State of California