

Exhibit 57

Page 1

1 ** C O N F I D E N T I A L **
2 * CONTAINS ATTORNEYS' EYES ONLY MATERIAL *
3 UNITED STATES DISTRICT COURT
4 SOUTHERN DISTRICT OF NEW YORK
5 Case No. 1:24-CV-10049-LJL
6 (Consolidated with 1:25-cv-00449-LJL)
6 -----x

7 BLAKE LIVELY,
8 Plaintiff,
9 - against -
10 WAYFARER STUDIOS LLC, a Delaware
11 Limited Liability Company, JUSTIN
12 BALDONI, an individual, JAMEY HEATH, an
13 individual, STEVE SAROWITZ, an individual,
14 IT ENDS WITH US MOVIE LLC, a California
15 Limited Liability Company, MELISSA
16 NATHAN, an individual, THE AGENCY
17 GROUP PR LLC, a Delaware Limited Liability
18 Company, JENNIFER ABEL, an individual,
19 JED WALLACE, an individual, and STREET
20 RELATIONS INC., a California Corporation,
21 Defendants.
22 -----x

23 (Caption continued)

24 September 5, 2025
25 9:10 a.m.

17 Videotaped Deposition of KATHERINE
18 CASE, taken by Plaintiff, pursuant to
19 Subpoena, held at the offices of Willkie
20 Farr & Gallagher LLP, 787 Seventh Avenue,
21 New York, New York, before Todd DeSimone, a
22 Registered Professional Reporter and Notary
23 Public of the State of New York.
24
25

Page 31

1 K. CASE - CONFIDENTIAL

2 A. I'm not entirely sure.

3 Q. What other employees worked at
4 TAG when you joined?

5 A. Carolina was there, Breanna was
6 there, Rylie was there, and Alyx was there.

7 Q. That is --

8 A. And Melissa as well, so six I
9 suppose.

10 Q. Is that Carolina Hurley,
11 Breanna Koslow, Alyx Sealy, and Rylie Long?

12 A. That's correct.

13 Q. And were you more senior than
14 those individuals?

15 A. Carolina, Breanna and I would
16 have all been senior-level employees.

17 Q. Did you all have the same job
18 title?

19 A. At the time I don't believe so.

20 Q. What was your job title?

21 A. When I started I was a senior
22 director. After a few months I became a
23 vice president.

24 Q. And at the time what were
25 Breanna and Carolina's job titles?

Page 32

1 K. CASE - CONFIDENTIAL

2 A. I believe vice president.

3 Q. Did your job title change again
4 during the time that you were at TAG?

5 A. No.

6 Q. And in August 2024, were you,
7 Breanna and Carolina all vice presidents at
8 TAG?

9 A. I believe so, yes.

10 Q. What was Melissa Nathan's
11 reputation in the industry at the time you
12 joined TAG?

13 A. Melissa is known to be a very
14 successful publicist.

15 Q. Did she have any reputation
16 with respect to crisis work?

17 A. She is quite renowned in the
18 area of crisis.

19 Q. What do you think makes her so
20 effective?

21 A. Melissa is incredibly
22 strategic, she is very calm in the face of
23 stress, and she is very good with client
24 management.

25 Q. Does Melissa have significant

Page 47

1 K. CASE - CONFIDENTIAL
2 colleagues' belief at the time that due to
3 the conversation taking place majority on
4 social, they would benefit from it.
5 Oftentimes in today's landscape,
6 conversations that start in social make
7 their way into traditional media.

8 Q. Did TAG take into account the
9 fact that online conversations make their
10 way in traditional media when it formulated
11 digital and social strategies?

12 A. Yes.

13 Q. Which of the services that
14 we've discussed did TAG provide to Wayfarer
15 and Baldoni?

16 A. They would have been more of
17 what I refer to as a crisis-based project.
18 So we were brought in because it was -- it
19 is my understanding that there were
20 negative overtures being discussed with
21 different media outlets. This was in
22 advance of the New York premiere. And it
23 was important to ensure that the Wayfarer
24 parties were protected against negative
25 attacks.

Page 48

1 K. CASE - CONFIDENTIAL

2 Q. When you say negative attacks,
3 what are you referring to?

4 A. It was my understanding at the
5 time that certain false statements had been
6 made to media in regards to the Wayfarer
7 parties.

8 Q. How did you reach that
9 understanding?

10 A. It was communicated to me that
11 certain stories were being placed with
12 outlets that would be potentially
13 detrimental due to the false nature of the
14 stories.

15 Q. Who communicated that to you?

16 A. Melissa.

17 Q. Anyone else?

18 A. It was a topic of discussion on
19 many phone calls.

20 Q. Phone calls with clients who
21 were part of the Wayfarer account?

22 A. That's correct.

23 Q. And who attended those phone
24 calls?

25 A. It would depend. The first

Page 49

1 K. CASE - CONFIDENTIAL
2 conversation I had was with Jamey and Tera.
3 From there it depended on, you know, Jen
4 Abel would join, Melissa would be on,
5 sometimes she wasn't able to, sometimes
6 Justin would be on. It depended on who was
7 available.

8 Q. What false statements did you
9 understand had been made to the media?

10 A. I'm not sure specifically, but
11 it was my understanding at the time that
12 there were certain allegations made about
13 making Ms. Lively feel uncomfortable and a
14 separate story about Mr. Baldoni's faith.

15 Q. And at that time those had, in
16 your view, already been placed?

17 A. The conversations were ongoing
18 with media.

19 Q. Where did you reach -- how did
20 you reach your understanding that these
21 were false?

22 A. In many conversations had with
23 the Wayfarer parties.

24 Q. You based your understanding of
25 their truth or falsity as to these stories

Page 74

1 K. CASE - CONFIDENTIAL

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

4 Q. Was it unusual to you?

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

7 Q. It was unusual to you, correct?

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

10 Q. What about just generally, was
11 it unusual?

12 A. I don't --

13 Q. What was the psychic's name?

14 A. I don't remember.

15 Q. Was it a male?

16 A. It was.

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

20 A. Primarily text.

21 Q. iMessage?

22 A. Yes.

23 Q. Signal?

24 A. Not really, no.

25 Q. Sometimes?

1 K. CASE - CONFIDENTIAL

2 A. At times.

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

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

8 Q. And why was that?

9 A. I'm not sure.

10 Q. Was that at Jed's request?

11 A. No.

12 Q. Who suggested that you use
13 Signal?

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

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

18 A. Not by date specifically, no.

19 Q. Did he text you on Signal?

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

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

24 A. I believe so, yes.

25 Q. And did you communicate on it

Page 153

1 K. CASE - CONFIDENTIAL

2 not doing press with other cast members of
3 the film?

4 A. And just in general, whenever
5 there are certain conversations happening
6 online and a client is going to do a full
7 slate of interviews, it can be helpful to
8 run through messaging, talking points,
9 things of that nature.

10 Q. And this references navigating
11 obstacles. Do you see that?

12 A. I do.

13 Q. And it references creative
14 differences. Do you see that?

15 A. I do.

16 Q. Were these intended to refer to
17 differences with Ms. Lively?

18 A. It was just useful language.
19 He was the director and actor on the film.
20 You know, directing any movie there is
21 going to be obstacles that a director is
22 faced with. Creative differences is a
23 pretty common phrase used in the
24 entertainment industry.

25 Q. And here was that referring to

Page 154

1 K. CASE - CONFIDENTIAL

2 Ms. Lively?

3 A. It could just be referring to
4 his experience as a director navigating
5 working with a lot of personalities on set.

6 Q. Did you have Ms. Lively in mind
7 when you suggested this language?

8 A. Given the situation, we were
9 accounting for Ms. Lively.

10 Q. Do you see at 9:32 a.m.
11 Ms. Abel refers to statements made by
12 Mr. Baldoni in the junket and she says he
13 used the word "friction." Do you see that?

14 A. I do.

15 Q. That's referring to Mr. Baldoni
16 using the word "friction"?

17 A. I believe so. I wasn't with
18 him at that interview.

19 Q. And she says "I think it's
20 important to get ahead of it."

21 Do you see that?

22 A. I do.

23 Q. What did you understand that to
24 mean?

25 A. Given the intentional

Page 160

1 K. CASE - CONFIDENTIAL

2 Melissa at the time.

3 Q. And do you know whether TAG
4 received multiple quotes?

5 A. Melissa told me that there were
6 two quotes.

7 Q. Do you know what the quotes
8 were?

9 A. Offhand, I can't remember the
10 specific amount, but my assumption is one
11 was from Roza and one was from Jed, but I
12 can't confirm that.

13 Q. What is Street Relations?

14 A. It's my understanding that
15 that's Jed's company.

16 Q. And did you and TAG regularly
17 work with Street Relations?

18 A. When appropriate, if a client
19 required social or digital mediation, or
20 remediation, rather, we would work with Jed
21 as one of the contractors.

22 Q. And in this case, specifically
23 with respect to the Wayfarer account?

24 A. We did work with Jed.

25 Q. Who else did TAG work with at

Page 259

1 K. CASE - CONFIDENTIAL

2 Q. And did you communicate with
3 Mr. Vituscka about Ms. Lively at all?

4 A. Yes.

5 Q. What about?

6 A. I was connected with him via
7 Melissa Nathan. I was told he was writing
8 a piece for the Daily Mail about how her
9 promotion matched that of Taylor Swift's
10 during her Eras tour.

11 Q. And did you provide him content
12 in connection with his writing that
13 article?

14 A. I provided links that were
15 readily available online.

16 Q. And did you read the ultimate
17 article when it came out?

18 A. I did.

19 Q. And was that article entitled
20 "How Blake Lively copied best friend Taylor
21 Swift to promote It Ends With Us before
22 turning to singer to help crisis manage
23 backlash and Justin Baldoni drama"?

24 A. If that was the story that had
25 James' name on it, then I assume that is

Page 265

1 K. CASE - CONFIDENTIAL

2 A. Again, I'm not entirely sure if
3 this is the same timeline, but to my
4 recollection, nothing would have caused me
5 to feel anything was a misrepresentation.

6 Q. Ms. Case, who is paying your
7 legal expenses?

8 MR. BREED: Objection.

9 A. I'm not entirely sure.

10 Q. You don't know?

11 A. No.

12 Q. Who do you think is paying your
13 legal expenses?

14 MR. BREED: Objection.

15 A. I'm not sure.

16 Q. Are you paying them?

17 A. I personally am not.

18 Q. Are the Wayfarer parties?

19 MR. BREED: Objection.

20 A. I'm not sure.

21 Q. Have you had a conversation
22 with anyone regarding who is paying your
23 legal expenses?

24 MR. BREED: Objection.

25 A. I was given indemnification

Page 266

1 K. CASE - CONFIDENTIAL

2 based on these things happening during my
3 employment at TAG.

4 Q. Indemnification by TAG?

5 A. It's my -- it's my
6 understanding, but, again, I'm not entirely
7 sure.

8 Q. You are being provided a
9 document that is being marked Case Exhibit
10 26.

11 (Case Exhibit 26 marked for
12 identification.)

13 O. Bates stamped KCASE-000003477.

14 Do you recognize this document?

15 A. Yes.

16 Q. What is it?

17 A. A text thread between Breanna
18 and myself.

19 Q. Any reason to believe that this
20 document has been altered since when it was
21 originally made?

22 A. I don't believe so.

23 Q. If you flip two pages to the
24 document numbered 3479, at 10:56 a.m. do
25 you see that you sent a screen shot to

Page 286

1 K. CASE - CONFIDENTIAL

2 Q. How is your relationship with
3 Melissa now?

4 A. I have a great deal of respect
5 for Melissa. She has been my mentor for
6 almost a decade.

7 Q. How is your relationship?

8 A. Conversations have been
9 limited, but, again, I hold nothing but
10 respect for Melissa.

11 Q. Has your relationship been
12 strained by this whole case?

13 A. I don't believe so, no.

14 Q. Has Melissa indicated that
15 that's the case?

16 A. No.

17 Q. Did you leave TAG because you
18 were unhappy at TAG?

19 A. No.

20 Q. Why did you leave TAG?

21 A. I was offered a more fortuitous
22 opportunity.

23 Q. When was that?

24 A. That would have been late
25 December/early January.

Page 519

1

2 CERTIFICATION

3

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

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

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

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

17

18 

19 TODD DESIMONE

20

21

22

23

24

25