

# EXHIBIT A

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UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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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.

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WAYFARER STUDIOS LLC, et al.,

Consolidated Plaintiffs,

vs.

BLAKE LIVELY, et al.,

Consolidated Defendants.

---

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VIDEO-RECORDED DEPOSITION OF STEVE SAROWITZ

Los Angeles, California

Friday, October 3, 2025

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

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Consolidated Plaintiffs,

vs.

BLAKE LIVELY, et al.,

Consolidated Defendants.

---

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Video-recorded Deposition of  
STEVE SAROWITZ, taken on behalf of the Plaintiff  
Blake Lively, Pursuant to Notice, at the offices of  
Willkie Farr & Gallagher, 2029 Century Park East,  
Los Angeles, California beginning at 9:28 a.m. and  
ending at 7:16 p.m. on Friday, October 3, 2025,  
before me, ASHLEY SOEVYN, California Certified  
Shorthand Reporter No. 12019.

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1 amended complaint, you raised legal claims against  
2 my client on behalf of yourself?

3 MS. GAROFALO: I'm going to caution you  
4 that Mr. Gottlieb is not asking you about anything  
5 you learned from your lawyers. So you're going to  
6 respond based on your knowledge independent of what  
7 you may have learned from lawyers.

8 THE WITNESS: Not based on personal  
9 knowledge.

10 BY MR. GOTTLIEB:

11 Q Did you read the complaints that you  
12 filed against my clients?

13 A Not in detail.

14 Q Did you review any part of the complaints  
15 that you filed against my clients?

16 A I don't recall.

17 Q So you do not know one way or the other  
18 then whether the factual allegations contained in  
19 your complaint, your federal complaint, against  
20 Ms. Lively and Mr. Reynolds are accurate?

21 A To the best of my knowledge, the  
22 allegations in the complaint are accurate.

23 Q But if I'm understanding your testimony  
24 correct, you didn't read the entire document; is  
25 that right?

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1 A Correct.

2 Q And so your testimony that to the best of  
3 your knowledge it's accurate, would be based on  
4 things I can't ask you about, right?

5 A Correct.

6 Q Okay. So that would be discussions  
7 you've had with your attorneys, which we're not  
8 going to wade into; is that a fair understanding?

9 A Yes.

10 Q Okay.

11 Do you know that in the complaint you  
12 filed, and I'm not asking you about conversations  
13 you had with your attorney, but in the complaint you  
14 actually filed on the public docket, that you sued  
15 Ms. Lively and Mr. Reynolds for something called  
16 civil extortion?

17 A Did I sue them personally or did Wayfarer  
18 sue them?

19 Q Do you know whether you sued them,  
20 Mr. Reynolds and Ms. Lively, in your personal  
21 capacity in the name of Steve Sarowitz, for civil  
22 extortion?

23 A I believe that would have been Wayfarer  
24 that would have sued them, not me personally.

25 Q So you don't believe that you -- you

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1 don't believe that you did sue my clients for civil  
2 extortion?

3 A I don't recall.

4 Q Are you aware of whether you sought  
5 punitive damages from my clients for civil  
6 extortion?

7 A I don't recall.

8 Q Do you have any personal knowledge of  
9 anything Mr. Reynolds has ever done to extort you?

10 A Me personally or Wayfarer?

11 Q You personally, not Wayfarer,  
12 Steve Sarowitz.

13 A Not that I recall.

14 Q What about Ms. Lively?

15 Do you have any personal knowledge of  
16 anything Ms. Lively has ever done to extort you,  
17 Steve Sarowitz, not Wayfarer Studios, but you,  
18 Steve Sarowitz?

19 A Not that I recall.

20 Q Do you have any knowledge of any public  
21 statement Mr. Reynolds has ever made that has  
22 mentioned your name?

23 A Not that I recall.

24 Q So I gather then that you are unaware of  
25 any circumstance in which Mr. Reynolds has ever

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1 defamed you?

2 MS. GAROFALO: Objection.

3 THE WITNESS: Privately or publicly?

4 BY MR. GOTTLIEB:

5 Q Are you aware of, as you sit here today,  
6 of any way in which Ryan Reynolds has defamed you  
7 personally, Steve Sarowitz? Again, not Wayfarer  
8 Studios or your other co-plaintiffs?

9 A No.

10 Q How about Ms. Lively? Are you aware of  
11 any occasion where Ms. Lively has defamed you  
12 personally, as in Steve Sarowitz?

13 A Yes.

14 Q And what is that?

15 A And I don't -- I'm just asking this. I'm  
16 not trying to cause any issues, but can I talk about  
17 her deposition? Is that -- or is that something I  
18 should not address in this and -- as part of my  
19 answer?

20 Q If you believe that that -- so my  
21 question is, if you're aware of when Ms. Lively has  
22 defamed you?

23 A Yes.

24 Q So let me modify it to be, are you aware  
25 of any public statement that Ms. Lively has ever

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1 made about you that you believe to be defamatory?

2 A Again, sorry. I'm just trying to get  
3 clarification. I'm not trying to be difficult.  
4 During the course of the complaint or as part of the  
5 complaint, would that be considered -- since that  
6 was public in The New York Times and Ms. Lively was  
7 the source of that statement, would that -- would  
8 that count?

9 Q That's for -- that's for you to tell me.

10 A Would that --

11 MS. GAROFALO: Why don't you answer the  
12 question with what you believe she publicly said  
13 through The New York Times.

14 THE WITNESS: Okay. Through The New York  
15 Times in the course of the complaint, it was said  
16 that I was on set for a scene where she was scantily  
17 clad and that I was a non-essential person. While I  
18 might have technically been non-essential, I did  
19 invest \$30 million and paid for her salary, or at  
20 least my share of it, as well as the other actors,  
21 and I consider that to be essential. Ms. Lively  
22 considers that not to be essential, she can send me  
23 a check. I can give her an address or you could  
24 give it to her. But beyond that, I was not on set  
25 for that scene. And although I don't have direct

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1 knowledge of this since I was not on set for that  
2 scene, I was told she was not scantily clad. She  
3 repeated that in her deposition.

4 Also in her deposition, she repeated --  
5 she took a piece of what I was quoted from, in a  
6 recording where I was recorded without my knowledge,  
7 and definitely against my will, there was a small  
8 piece, and she took a small piece out of context and  
9 said that I threatened to kill her and Ryan, which I  
10 did not. I never have. The full recording, which  
11 you have kept sealed, which I would like to keep  
12 open so people can hear it, that -- she said  
13 incorrectly, which went against her own amended  
14 complaint, that I threatened to kill them. That's  
15 what she said in her deposition. I consider that  
16 defamation since it's patently false. I have never  
17 made a threat against her and Ryan. And for her to  
18 say that publicly, especially a serious threat, and  
19 especially in light of the threats that have been  
20 made against myself and my family, I find that to be  
21 extremely defamatory.

22 The other thing she said that I believe  
23 to be defamatory, is that -- and, again, I'm just  
24 saying that I'm not 100 percent sure of the exact  
25 details. You could look this up for yourself, and I



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1 might not be 100 percent right, is that I wanted to  
2 ruin her and Ryan. It has never been my intention  
3 to ruin anybody. It has always been my intention to  
4 protect my company with truth and in a just way, but  
5 never to ruin anybody else.

6 BY MR. GOTTLIEB:

7 Q Okay. There's a lot packed in there. So  
8 I'm going to sideline the statements made during the  
9 deposition because, of course, the deposition  
10 occurred after you filed your amended complaint; is  
11 that correct?

12 A Yes.

13 Q Okay. So I'm interested in when you  
14 filed your amended complaint, you sued Ms. Lively  
15 for defamation. I think I understand your testimony  
16 to be that the basis for that was what was contained  
17 in her CRD complaint and what was printed in The New  
18 York times; is that correct?

19 MS. GAROFALO: Objection.

20 THE WITNESS: I would have to -- I would  
21 have to get more details. Are you -- so if you  
22 could give me a little bit more specifically. Are  
23 you talking specifically how she defamed me  
24 personally?

25

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1 BY MR. GOTTLIEB:

2 Q That's all I'm interested in, is how your  
3 understanding of how you, Steve Sarowitz, were  
4 personally defamed. And what she testified to in  
5 her deposition, we're going to bracket that.

6 A Okay.

7 Q I think I understood you to say, you  
8 believe that there were things in the CRD complaint  
9 and The New York Times article that you found to be  
10 defamatory about you?

11 A Yes.

12 Q Okay. And the example that you gave of  
13 that, I believe, was an allegation about a time when  
14 it was alleged that you were on set for a scene  
15 where Ms. Lively was acting out the scene of giving  
16 birth; is that right?

17 A Yes. I want to add one other thing to  
18 what I said.

19 Q Okay.

20 A It was insinuated that I went on set for  
21 particularly that scene. I didn't know what scenes  
22 were being filmed. Again, I wasn't on set for that  
23 scene, but I did not -- it was insinuated that I  
24 went on set for that particular scene. Of course,  
25 like I said, I wasn't on set for that particular

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1 scene, and I also made no conscious decision to see  
2 Ms. Lively in any particular thing because it wasn't  
3 important to me.

4 Q Were you on set that day, the day that  
5 that scene was shot?

6 A Yes.

7 Q And how do you know that?

8 A I didn't know it at the time, I was told  
9 later in a conversation with someone who was there,  
10 that, oh, yeah, that set was that scene. Because I  
11 said, what about that scene? Oh, that was filmed  
12 before you got on set.

13 Q And there would be records, right, that  
14 would show that you traveled to New Jersey; is that  
15 right?

16 A Yes.

17 Q And those travel records would presumably  
18 show us when you arrived and when you left?

19 A I assume so.

20 Q Would -- do you have a calendar or diary  
21 that you keep? By diary, I mean a calendar. Do you  
22 keep a calendar?

23 A I do, but it wouldn't specifically say  
24 which scenes I was there for.

25 Q But wouldn't the calendar have, for

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1 example, things like, you know, flight to Newark or  
2 wherever you flew to in New Jersey?

3 A Yes.

4 Q And it would say what time the flight was  
5 at?

6 A Yes.

7 Q And did you take a taxi or a car service?  
8 Or how did you get from the airport to the set that  
9 day?

10 A I don't recall.

11 Q Do you have somebody who books your  
12 travel for you?

13 A Yes.

14 Q So there is a person who booked travel  
15 arrangements for your visit to the set that day,  
16 right?

17 A I don't recall.

18 Q Do you have a recollection of who the  
19 person was who assisted you with travel for that  
20 particular visit?

21 A I don't recall.

22 Q Do you have a recollection of what time  
23 you arrived on the set that day?

24 A I don't recall.

25 Q If we wanted to find that out and we

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1 looked through -- if you pulled out your phone --  
2 I'm not proposing to take it from it, but if you  
3 pulled out your phone, would you have on your  
4 calendar app in your phone information from that day  
5 in May of 2023?

6 A No.

7 Q Why not?

8 A Because the phone archived the data.

9 Q Okay. So we would have to look in your  
10 archives to find that information?

11 A Yes.

12 Q Did you ever take a car service to get to  
13 the set?

14 A Can I answer that question a little more  
15 thoroughly?

16 Q Sure.

17 A I don't know that the time that I arrived  
18 on set would be on my calendar.

19 Q Okay.

20 A It probably would not.

21 Q Okay. Other than the -- what you have  
22 told me now, do you have any other things that you  
23 can think of that Ms. Lively has said about you  
24 publicly that you believe defamed you personally?

25 A Not that I recall.

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1           Q     Do you know how many other claims you  
2     filed against Ms. Lively and Ms.[sic] Reynolds  
3     personally?

4           A     No.

5           Q     Did you know that you sued Ms. Lively and  
6     Mr. Reynolds for intentional interference with  
7     contractual relations?

8           A     Was that Wayfarer or myself?

9           Q     You, personally, Steve Sarowitz.

10          A     As a part of the group of defendants?

11          Q     You, along with others, sued Ms. Lively  
12     and Mr. Reynolds for intentional interference with  
13     contractual relations.

14                     Do you understand that?

15          A     I -- you know, I'm not a lawyer. So what  
16     I would say is, to the best of my knowledge, a group  
17     of us sued them. I don't know why the lawyers made  
18     it a group of us, but that I believe was not about  
19     anything I did personally or anything that was done  
20     to me personally.

21          Q     Did you ever consider whether there was  
22     any contract that Ms. Lively or Mr. Reynolds  
23     interfered with of yours?

24          A     Again, I don't think this is about me  
25     personally.

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1 Q Okay. And then would the same be true  
2 for intentional negligent interference with  
3 prospective economic advantage? Not about you  
4 personally?

5 A I'm not as certain on that one. I'd have  
6 to know more on that one. Can -- I'd have to know  
7 more on that one. I'd need more detail. The other  
8 one, no. That one, possibly.

9 Q As you sit here today, what is your  
10 understanding of the factual basis for intentional  
11 and negligent interference with prospective economic  
12 advantage against, for example, let's start with  
13 Mr. Reynolds?

14 A And the reason I'm hesitating is, I'm not  
15 sure where Wayfarer ends and I start. I don't know  
16 how -- why the lawyers sued the way they did. I'm  
17 not a lawyer. So I -- I'm not really an expert on  
18 the law. But I can talk about damages done to  
19 Wayfarer, of which I'm the majority owner. And that  
20 would have a negative economic advantage to me as an  
21 individual. I don't know if that is what you're  
22 asking me.

23 Q I'm not ask- -- I'm not asking you  
24 questions about damages to Wayfarer. I'm talking  
25 about the claims you personally raised. But I

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1 understand, I think, your testimony to be that what  
2 harms Wayfarer harms you because of your financial  
3 interest?

4 A Yes.

5 Q Okay.

6 A And any -- any crimes done against  
7 Wayfarer such as are extorting, et cetera, would  
8 also be against me personally because of my  
9 ownership interest. But not because of anything  
10 that was done to me personally.

11 Q But you're not saying that Wayfarer  
12 and -- Wayfarer is your alter ego, are you?

13 MS. GAROFALO: Objection.

14 BY MR. GOTTLIEB:

15 Q Are you saying that you and Wayfarer  
16 Studios are one and the same?

17 MS. GAROFALO: Objection.

18 THE WITNESS: No.

19 BY MR. GOTTLIEB:

20 Q Okay. Have you ever said, "I've seen in  
21 the companies I work at that women aren't listened  
22 to in meetings, that women aren't respected, that  
23 sexual harassment is allowed to go on. We as men  
24 need to stand up against that"?

25 A Yes.



Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

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