UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BLAKE LIVELY,

Plaintiff,

-v-

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, STREET RELATIONS INC.,

Defendants.

WAYFARER STUDIOS LLC, JUSTIN BALDONI, JAMEY HEATH, IT ENDS WITH US MOVIE LLC, MELISSA NATHAN, and JENNIFER ABEL,

Plaintiffs,

-v-

BLAKE LIVELY, RYAN REYNOLDS, LESLIE SLOANE, VISION PR, INC., THE NEW YORK TIMES COMPANY.

Defendants.

24-cv-10049 (lead case);
25-cv-449

MEMORANDUM AND ORDER

LEWIS J. LIMAN, United States District Judge:

Blake Lively, Ryan Reynolds, Leslie Sloane, and Vision PR, Inc. (the "Moving Parties") move, pursuant to Federal Rule of Civil Procedure 26(c), for entry of a protective order. Dkt. No. 89. [1] Wayfarer Studios LLC, Justin Baldoni, Jamey Heath, Steve Sarowitz, It Ends With Us

[1] Consolidated Defendant The New York Times Company consents to entry of the Moving Parties' proposed Protective Order but does not join the motion. Dkt. No. 89 at 1 n.2.

Movie LLC, Melissa Nathan, The Agency Group PR LLC, and Jennifer Abel (collectively, the "Wayfarer Parties") consent to entry of the Court's model protective order, but object to any protective order permitting "Attorneys' Eyes Only" designation. Dkt. No. 96. The Court held argument regarding the proposed protective order on March 6, 2025, in this case and in the related case *Jones v. Abel*, 25-cv-779. Plaintiffs in *Jones v. Abel* seek entry of the Moving Parties' proposed protective order, and Defendants in *Jones v. Abel* object for the reasons stated by the Wayfarer Parties in the related cases. Dkt. No. 24, 25-cv-779.

For the following reasons, the Moving Parties' motion for entry of a protective order is granted in part and denied in part. The Court will enter a protective order with a modified Attorneys' Eyes Only provision and certain other modified language. The Court will enter the same protective order in the related case *Jones v. Abel*.

The Supreme Court has held that "it is necessary for the trial court to have the authority to issue protective orders conferred by Rule 26(c)" "[b]ecause of the liberality of pretrial discovery permitted by Rule 26(b)(1)." *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 34 (1984). The Federal Rules of Civil Procedure provide for broad discovery of information for the "purpose of assisting in the preparation and trial, or the settlement, of litigated disputes." *Id.* at 34. While necessary, liberal discovery also "allow[s] extensive intrusion into the affairs of both litigants and third parties," and "[m]uch of the information that surfaces during pretrial discovery may be unrelated, or only tangentially related, to the underlying cause of action." *Rhinehart*, 467 U.S. at 30, 33. This creates a "significant potential for abuse." *Id.* at 34. Litigants may use the discovery process "to obtain—incidentally or purposefully—information that not only is irrelevant but if publicly released could be damaging to reputation and privacy." *Id.* at 35; *see*

*Joy v. North*, 692 F.2d 880, 893 (2d Cir. 1982) ("Discovery involves the use of compulsory process to facilitate orderly preparation for trial, not to educate or titillate the public.").

Federal Rule of Civil Procedure 26(c) addresses this issue by allowing a court to grant a protective order "to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense" in the discovery process. Fed. R. Civ. P. 26. "The burden of showing good cause for the issuance of a protective order falls on the party seeking the order." *Ampong v. Costco Wholesale Corp.*, 550 F. Supp. 3d 136, 139 (S.D.N.Y. 2021); *see Brown v. Astoria Fed. Sav. & Loan Ass'n*, 444 F. App'x 504, 505 (2d Cir. 2011). A protective order may require that certain material obtained in discovery be kept confidential or disclosed only to attorneys. *See, e.g.*, *In re Agent Orange Prod. Liab. Litig.*, 821 F.2d 139, 142 (2d Cir. 1987) (describing confidentiality order); *In re The City of N. Y*, 607 F.3d 923, 936 (2d Cir. 2010) ("The disclosure of confidential information on an 'attorneys' eyes only' basis is a routine feature of civil litigation involving trade secrets."). Notably, the latitude that the court and the parties have to protect information during the pretrial discovery phase does not extend to court filings and to the trial phase after discovery has been winnowed down to that information which is truly necessary for the decision in a case. Then, "the public and the press have a 'qualified First Amendment right to attend judicial proceedings and to access certain judicial documents.'" *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 120 (2d Cir. 2006) (quoting *Hartford Courant Co. v. Pellegrino*, 380 F.3d 83, 91 (2d Cir. 2004)).

The parties have agreed to the entry of a standard protective order allowing any person producing discovery material to designate as confidential financial, business, and personal or intimate information, the disclosure of which would cause harm to the producing party and/or to a third party to whom a duty of confidentiality is owed. *See* Dkt. Nos. 89, 96, 97. There is good

cause for the entry of such an order. Each of the Lively and the Wayfarer parties have filed claims against the other. Dkt. Nos. 50, 84. Jones, the owner of a public relations company, has filed claims against her former employee Abel. Dkt. No. 1, 25-cv-779. The parties have levelled accusations of theft of trade secrets and the disclosure of confidential sensitive information against one another. *See* Dkt. No. 50 ¶¶ 244–248, 283, 333; Dkt. No. 84 ¶¶ 50, 295, 448; Dkt. No. 1 ¶¶ 109–110, 25-cv-779. Discovery will inevitably involve some amount of sensitive business and personal information, the premature public disclosure of which could cause harm to the producing party or to a third party. *See Paisley Park Enterprises, Inc. v. Uptown Prods*., 54 F. Supp. 2d 347, 349 (S.D.N.Y. 1999) (noting that all members of society should "have access to a fair and impartial judicial system without having to pay too high a price of admission in the form of the surrender of personal privacy"); *Application of Newsday, Inc*., 895 F.2d 74, 79–80 (2d Cir. 1990); *Tailored Lighting, Inc. v. Osram Sylvania Prods., Inc*., 236 F.R.D. 146 (W.D.N.Y. 2006).

The parties part ways, however, on whether the protective order should include an "Attorneys' Eyes Only" provision. An "Attorneys' Eyes Only" ("AEO") provision allows certain information produced in discovery to be shared only with lawyers for the party receiving discovery, not their clients. *See In re The City of N. Y.*, 607 F.3d at 935–36; *Chase Manhattan Bank, N.A. v. Turner & Newall*, *PLC*, 964 F.2d 159, 164–65 (2d Cir. 1992). The Moving Parties argue that an AEO provision is appropriate because of the risk that sensitive details revealed in discovery will become weaponized by the parties in the media, chilling third parties from producing discovery and imposing an impermissible tax on the prosecution and defense of legal claims. *See* Dkt. No. 89. The Moving Parties specifically note the potential harm to third parties who could have private and sensitive information spread through the press as a byproduct of this

litigation. Dkt. No. 98. The Wayfarer Parties respond that Lively has already disclosed sensitive personal information related to her alleged harassment. Dkt. No. 96. They suggest that there is no need to presumptively designate material AEO at this time, and any need for material to be designated AEO can be determined as it arises. *Id.*

The Moving Parties have shown good cause for a limited AEO provision and have shown that entering such a provision now is critical to the just and speedy (if not necessarily "inexpensive") determination of the case. Fed. R. Civ. P. 1. In particular, the disclosure to the parties of certain information that will invariably be exchanged during discovery, but which may not be necessary to the prosecution and defense of the case, presents an incremental risk of "annoyance, embarrassment, [or] oppression," that cannot be effectively controlled simply by the Court's model protective order. Fed. R. Civ. P. 26(c); *see Chase Manhattan Bank*, 964 F.2d at 164–65. The Court's model protective order permits disclosure of information exchanged in discovery to the parties and to fact and expert witnesses who sign an agreement that they will abide by the terms of that protective order and who agree to subject themselves to the jurisdiction of the Court for purposes of enforcing the protective order. Dkt. No. 97 ¶ 6. The willful violation of any term of the protective order is punishable by sanctions, including contempt of Court. *Id.* at 7; *see* Fed. R. Civ. P. 37(b)(2)(vii); *Schiller v. City of N.Y.*, 2007 WL 1623108, at *3 (S.D.N.Y. June 5, 2007) ("Discovery orders that can be enforced through Rule 37(b) include protective orders issued under Federal Rule of Civil Procedure 26(c)."); *Richards v. Kallish*, 2024 WL 180869, at *4–5 (S.D.N.Y. Jan. 17, 2024). That provision is effective in the run-of-the-mill case in which the Court can punish the violator with financial sanctions or order the return of confidential material. *See Flaherty v. Filardi*, 2009 WL 3762305, at *5–6 (S.D.N.Y. Nov. 10, 2009); *Hunt v. Enzo Biochem, Inc.*, 904 F. Supp. 2d 337, 344–49 (S.D.N.Y. 2012). In

an ordinary case, the parties' primary interest is in the resolution of the lawsuit. The risk of disclosure is low, and if disclosure is made it may be apparent. Moreover, the cost of the financial and other sanctions that the Court might impose is greater than the benefit obtained from disclosure.

The Court's model protective order is not sufficient for the needs of these cases. These cases involve both business competitors and allegations of sexual harm. Discovery will necessarily include confidential and sensitive business and personal information. The risk of disclosure is great. Both the Moving Parties and the Wayfarer Parties have accused opposing parties of providing private, sensitive, or confidential information to the media for their own business and personal advantage in ways that cannot easily be traced. *See* Dkt. No. 50 ¶¶ 244–248, 283, 333; Dkt. No. 84 ¶¶ 50, 214, 218–219, 295, 448. Several individuals and corporations on each side are in the business of public relations or media and have easy access to the press. The details of this case have been closely followed in the media, and each side has accused the other of litigating this case via the media. *See* Dkt. Nos. 17, 27, 43, 75. And where confidential information is not disclosed to the media, it may spread by gossip and innuendo to those in the tight artistic community in a position to do harm to one or the other of the parties but in a manner that might not be readily and immediately detected. *Cf. Chen-Oster v. Goldman, Sachs & Co.*, 293 F.R.D. 557, 565 (S.D.N.Y. 2013) (providing the identities of employees who have complained of gender discrimination to attorneys, but not to co-workers). In the context of this case, there is good cause to allow several categories of information to be marked AEO. *See Stern v. Cosby*, 529 F. Supp. 2d 417, 422–23 (S.D.N.Y. 2007) (noting that discovery is not intended to be "a vehicle for generating content for broadcast and other media." (quoting *Paisley Park Enterprises*, 54 F. Supp. 2d at 349)).

The disclosure of trade secret information, in the form of business and marketing plans for projects other than "It Ends With Us," to a competitor who would have the ability to use that information to further its own business interests poses an incremental disk of inevitable disclosure and use that is different from the risk presented when that information is disclosed to a lawyer representing the business competitor. *See In re The City of N. Y.*, 607 F.3d at 936 (noting the common use of AEO provisions to protect trade secrets); *Rodo Inc. v. Guimaraes*, 2022 WL 17974911, at *1 (S.D.N.Y. Dec. 27, 2022). Even if the competitor does not seek to misuse the information, it may be impossible to forget a client list or secret formula after having seen it. *See Aguilar v. Immigr. & Customs Enf't Div. of U.S. Dep't of Homeland Sec.*, 2009 WL 1789336, at *5 (S.D.N.Y. June 23, 2009) ("[I]t is very difficult for the human mind to compartmentalize and selectively suppress information once learned, no matter how well-intentioned the effort may be to do so." (citation omitted)). The same protection is justified with respect to business plans for and of non-party clients, confidential strategies, and details about non-public creative projects.[2] An author or creator of a creative product, including some of the parties to this case, may find it difficult in generating their own creative product to set aside information that they learn about the confidential works in progress of another party. *Cf. Laureyssens v. Idea Grp., Inc.*, 964 F.2d 131, 140–41 (2d Cir. 1992), *as amended* (June 24, 1992) (noting that in the copyright context, the mere fact that a party has access to a creative work and creates a similar work can lead to an inference of copying)

The medical records of parties or third parties also may properly be marked AEO, albeit for somewhat different reasons. There is not the same risk that of such information wittingly or

[2] To be clear, business and marketing plans regarding It Ends With Us cannot be designated AEO, given the central relevance of such information to this case.

unwittingly being misappropriated by another party for their own personal benefit. Medical records are "information of the most intimate kind," and leaks of parties' or third parties' medical information would be highly likely to cause a severe privacy injury. *O'Connor v. Pierson*, 426 F.3d 187, 201 (2d Cir. 2005). It may become necessary for such information to be disclosed to a party, at some stage and depending on its contents. But, given the accusations that the parties have made against one another and the challenges that the Court would have in enforcing the Protective Order against persons other than the lawyers, an AEO designation is appropriate.

Another AEO category in the protective order is security measures taken by parties or third parties. The Wayfarer Parties have suggested that security measures are not relevant to this proceeding, but they have not raised objections to such information being kept AEO if it is disclosed. *See* Dkt. No. 122 at 134:23–135:4. If such information is disclosed, it is highly confidential information with a significant potential for harm, and it may be properly designated AEO.

The most challenging AEO category is "[h]ighly personal and intimate information about third parties, and highly personal and intimate information about parties other than information directly relevant to the truth or falsity of any allegation in the complaints in this case." This case involves allegations of sexual harassment and retaliation related to such harassment. Dkt. No. 84 ¶¶ 353–374. Lively has asserted claims for damages in the form of emotional distress. *Id.* ¶ 364. Some information of a personal and intimate nature regarding the parties will inevitably have to be shared with persons other than the attorneys. The parties who are making the accusations or who are the subject of the accusations have a right to participate in the prosecution and defense of the claims. The attorneys have a need to consult with their clients. At the same time,

however, it is in the nature of discovery that the net will be cast wide and that each side will be forced to disclose to the other information of a sensitive personal and intimate nature that is not necessary or even relevant to the prosecution or defense of the claims. The point is even more apparent with respect to non-parties. Those persons have not signed up for this lawsuit. But, by virtue of the Rule 45 subpoena power, they will inevitably be brought into it. And their personal information which may be contained in the documents to be discover may well be the least centrally relevant to the determination of this action. In order to facilitate the flow of discovery, an AEO provision is appropriate for that category of information. Before the parties make an AEO designation, the protective order places on them the burden of determining that the information is not directly relevant to an allegation in the pleadings. For the non-parties, no such burden is appropriate. They are entitled to designate all information in this category as Attorneys Eyes Only, placing the burden to demonstrate the importance of the information for the prosecution or the defense of a claim on the counsel seeking to disclose the information to her client.

The Court is cognizant of the right of the parties to assist counsel in the litigation. *See Diaz v. Loc. 338 of the Retail*, 2014 WL 12778840, at *3 (E.D.N.Y. Aug. 21, 2014) ("Absent some specific concern, plaintiff will be permitted to assist his counsel in reviewing defendant's document production."); *cf. United States v. Baker*, 2020 WL 4589808, at *4 (S.D.N.Y. Aug. 10, 2020) (noting in criminal context that the defendant has an interest in the information necessary to prepare a defense that is not satisfied by its provision to defense counsel). The Moving Parties' proposed AEO provision is not limited to the categories set out above, and would allow any material to be marked AEO if it is of "such a highly confidential and personal, sensitive, or proprietary nature that the revelation of such is likely to cause a competitive, business,

commercial, financial, or privacy injury." Dkt. No. 90 ¶ 1. The language "likely to cause a competitive, business, commercial, financial, or privacy injury" is very broad. It mirrors that in the Court's form protective order which does not contain an AEO provision. In the context of this case, almost any information provided in discovery could be labeled as "likely to cause" a commercial or privacy injury.[3] The Court has narrowed the provision to stated that information may be marked AEO only if its disclosure is "*highly* likely to cause a *significant* business, commercial, financial, or privacy injury." Moreover, at this time, such information should only be marked AEO if it fits into one of the categories enumerated in the protective order. If a disclosing party believes information which does not fit into any such category is "of such a highly confidential and personal, sensitive, or proprietary nature that the revelation of such is highly likely to cause a significant competitive, business, commercial, financial, or privacy injury," and therefore an AEO designation is justified, such party may apply to the Court for modification of the protective order consistent with the principles set forth in this opinion.

The Wayfarer Parties argue that the entry of an AEO provision is premature given that discovery has not commenced. Dkt. No. 96. They suggest that a conversation regarding AEO designation would be more appropriate once information arises that a party wants to designate AEO. *Id.* They express concerns that the AEO provision will be overused and that the party opposing such designation will be required to consistently bear the burden of having information

[3] Although the Moving Parties cite other cases which have used similar broad language, in those cases the protective orders were generally entered unopposed. *See* Dkt. No. 73, *Cowan v. Windmill Health Products, LLC*, 12-cv-1541 (stipulated protective order in case involving members of the Kardashian family); Dkt. No. 35, *River Light V, L.P. v. Olem Shoe Corp.*, 20-cv-7088 (stipulated protective order in trade secrets case). If the parties agree between themselves to limit certain sensitive information to attorneys' eyes, there is little need for a court to police the precise boundaries of the category.

de-designated, instead of the party seeking designation being required to support it in the first instance. Dkt. No. 122 at 32:8–33:16; *id.* at 38:5–39:3.

To the contrary, entry of an AEO provision at this time is intended to make discovery more efficient and prevent repeated disputes over the proper designation of discovery material. Although the Wayfarer Parties suggest that the conversation should occur later, they have not stated any reason that security measures, medical records, or trade secrets would not be properly marked AEO. *See* Dkt. No. 122 at 35:8–9 (stating regarding medical records that "[w]e would fully intend to agree that that should be something that should be designated as highly confidential"); *id.* at 134:23–135:4 (stating that security measures are not relevant to this proceeding); *id.* at 153:1–3 (noting that AEO provisions are "typical in trade secret cases"). Clarifying now that such information may be designated AEO allows the disclosing party to provide it to the attorneys efficiently in response to discovery requests. Subsequently, if there is an issue with a particular designation, the receiving party may raise that with the Court. If the disclosing party must confer with the opposing party, and possibly come to the Court, each time AEO treatment is desired, this will delay discovery. The disclosing party will not be able to disclose the information, even to the requesting attorneys, until the request is resolved. If AEO protection is generally appropriate for a certain type of information, it does not make sense to require a new discussion every time a party wishes to designate such information AEO. It makes more sense for the receiving party to ask for de-designation in the rarer cases where the AEO designation is inappropriate.

The Court has made several other changes to the language of the proposed protective order in the interest of precision and clarity. Most of these changes were discussed at oral

argument. *See* Dkt. No. 122 at 24:17–27:9; *id.* at 46:5–13. The full protective order is attached as an appendix to this memorandum.

The motion for the entry of the Moving Parties' proposed protective order is GRANTED IN PART and DENIED IN PART.

The Clerk of Court is respectfully directed to close Dkt. No. 89.

SO ORDERED.

Dated: March 13, 2025
New York, New York

LEWIS J. LIMAN
United States District Judge

**APPENDIX**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BLAKE LIVELY,

Plaintiff,

-v-

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, STREET RELATIONS INC.,

Defendants.

24-cv-10049 (lead case);
25-cv-449 (member case)

PROTECTIVE ORDER

WAYFARER STUDIOS LLC, JUSTIN BALDONI, JAMEY HEATH, IT ENDS WITH US MOVIE LLC, MELISSA NATHAN, and JENNIFER ABEL,

Plaintiffs,

-v-

BLAKE LIVELY, RYAN REYNOLDS, LESLIE SLOANE, VISION PR, INC., THE NEW YORK TIMES COMPANY,

Defendants.

LEWIS J. LIMAN, United States District Judge:

WHEREAS all of the parties to this action (collectively, the "Parties," and individually, a "Party") request that this Court issue a protective order pursuant to Federal Rule of Civil Procedure 26(c) to protect the confidentiality of certain nonpublic and confidential material that will be exchanged pursuant to and during the course of discovery in this case;

WHEREAS, the Parties acknowledge that this Protective Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords only extends to the limited information or items that are entitled, under the applicable legal principles,

to confidential treatment;

WHEREAS, the Parties further acknowledge that this Protective Order does not create entitlement to file confidential information under seal; and

WHEREAS, in light of these acknowledgements, and based on the representations of the Parties that discovery in this case will involve confidential documents or information the public disclosure of which will cause harm to the producing person and/or third party to whom a duty of confidentiality is owed, and to protect against injury caused by dissemination of confidential documents and information, this Court finds good cause for issuance of an appropriately tailored confidentiality order governing the pretrial phase of this action;

IT IS HEREBY ORDERED that any person subject to this Protective Order—including without limitation the parties to this action, their representatives, agents, experts and consultants, all third parties providing discovery in this action, and all other interested persons with actual or constructive notice of this Protective Order—shall adhere to the following terms:

1. Any person subject to this Protective Order who receives from any other person subject to this Protective Order any "Discovery Material" (*i.e.*, information of any kind produced or disclosed pursuant to and in course of discovery in this action) that is designated as "Confidential" or "Attorneys' Eyes Only" pursuant to the terms of this Protective Order (hereinafter, collectively, "Confidential Discovery Material") shall not disclose such Confidential Discovery Material to anyone else except as expressly permitted hereunder. The designation "Attorneys' Eyes Only" shall only be utilized for Confidential Discovery Material of such a highly confidential and personal, sensitive, or proprietary nature that the revelation of such is highly likely to cause a significant competitive, business, commercial, financial, or privacy injury to the producing party. The following categories of information may be designated "Attorneys' Eyes Only":

   a. Trade secrets; confidential business plans, marketing plans, and strategies for clients other than the parties in this litigation; confidential business projects or leads on projects for clients other than the parties in this litigation; confidential creative projects or ideas other than those involved in this litigation;

   b. Security measures taken by parties or third parties;

   c. Medical information of parties or third parties;

   d. Highly personal and intimate information about third parties, and highly personal and intimate information about parties other than information directly relevant to the truth or falsity of any allegation in the complaints in this case.

The protections conferred by this Order cover not only Confidential and Attorneys' Eyes Only Information but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof (hereinafter referred to collectively as "copies").

2. The person producing any given Discovery Material may designate as Confidential or "Attorneys' Eyes Only" only such portion of such nonpublic material the public disclosure of which is either restricted by law or will cause harm to the business, commercial, financial or personal interests of the producing person and/or a third party to whom a duty of confidentiality is owed and that consists of:

(a) previously nondisclosed financial information (including without limitation profitability reports or estimates, percentage fees, design fees, royalty rates, minimum guarantee payments, sales reports, sale margins, confidential trading or investing information, and credit and banking information);

(b) previously nondisclosed material relating to ownership or control of any public or non-public company;

(c) previously nondisclosed business plans, product development information, marketing plans, trade secrets, creative ideas, films, scripts, projects, productions, entertainment activities and other creative or artistic matters, client relationships, or communications regarding business affairs or contractual negotiations;

(d) any information of a personal or intimate nature regarding any individual, including but not limited to non-public photographs, videos, or audio recordings of family or other personal relationships; non-public information regarding the identity and nature of personal relationships; medical, mental health and/or health care records; Social Security numbers; or non-public contact information (including but not limited to telephone numbers, e-mail addresses, physical addresses or whereabouts, or code names for hotel use); or

(e) extracts or summaries of any information identified in (a)-(d); and

(f) any other category of information hereinafter given confidential status by the Court.

3. With respect to the Confidential or Attorneys' Eyes Only portion of any Discovery Material other than deposition transcripts and exhibits, the producing person or that person's counsel may designate such portion as "Confidential" or Attorneys' Eyes Only by: (a) stamping or otherwise clearly marking as "Confidential" or Attorneys' Eyes Only the protected portion in a manner that will not interfere with legibility or audibility; and (b) producing for future public use another copy of said Discovery Material with the confidential information redacted.

4. With respect to deposition transcripts, a producing person or that person's counsel may designate such portion as Confidential or Attorneys' Eyes Only either by (a) indicating on the record during the deposition that a question calls for Confidential Discovery Information, in which case the reporter will bind the transcript of the designated testimony (consisting of question and answer) in a separate volume and mark it as "Confidential Information Governed by Protective Order" or "Attorneys' Eyes Only Information Governed by Protective Order"; or (b) notifying the reporter and all counsel of record, in writing, within 30 days after a deposition

has concluded, of the specific pages and lines of the transcript and/or the specific exhibits that are to be designated Confidential or Attorneys' Eyes Only, in which case all counsel receiving the transcript will be responsible for marking the copies of the designated transcript or exhibit (as the case may be), in their possession or under their control as directed by the producing person or that person's counsel by the reporter. During the 30-day period following the conclusion of a deposition, the entire deposition transcript will be treated as if it had been designated Confidential or Attorneys' Eyes Only.

5. If at any time prior to the trial of this action, a producing person realizes that some portion(s) of Discovery Material that she, he, or it had previously produced without limitation should be designated as Confidential or Attorneys' Eyes Only, she, he, or it may so designate by so apprising all prior recipients of the Discovery Material in writing, and thereafter such designated portion(s) of the Discovery Material will thereafter be deemed to be and treated as such under the terms of this Protective Order.

6. No person subject to this Protective Order other than the producing person shall disclose any of the Discovery Material designated by the producing person as Confidential to any other person whomsoever, except to:

(a) the Parties to this action, their insurers, and counsel to their insurers;

(b) counsel retained specifically for this action, including any paralegal, clerical and other assistant employed by such counsel and assigned to this matter;

(c) outside vendors or service providers (such as copy-service providers and document-management consultants, graphic production services or other litigation support services) that counsel hire and assign to this matter, including computer service personnel performing duties in relation to a computerized litigation system, as reasonably necessary, provided such vendors or service providers have first executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto;

(d) any mediator or arbitrator that the Parties engage in this matter or that this Court appoints, provided such person has first executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto;

(e) as to any document, its author, its addressee, and any other person indicated on the face of the document as having received a copy;

(f) any witness who counsel for a Party in good faith believes may be called to testify at trial or deposition in this action, provided such person has first executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto[4];

[4] 1 In the event the fact witness refuses to sign a copy of the Exhibit, he or she may be shown Confidential Discovery Information only after, on the record stating such refusal, and then being advised on the record of the following: "By order of the Court in this Action, you may not

(g) any person retained by a Party to serve as an expert witness or otherwise provide specialized advice to counsel in connection with this action, provided such person has first executed a Non-Disclosure Agreement in the form annexed as an Exhibit hereto;

(h) stenographers engaged to transcribe depositions conducted in this action; and

(i) this Court, including any appellate court, and the court reporters and support personnel for the same.

7. With respect to Discovery Material designated as Attorneys' Eyes Only, such material shall only be disclosed to those persons identified in paragraphs 6(b), (c), (d), (e), (g), (h) and (i) but shall not be disclosed to the Parties.

8. Prior to any disclosure of any Confidential Discovery Material to any person referred to in subparagraphs 6(d), 6(f) or 6(g) above, such person shall be provided by counsel with a copy of this Protective Order and shall sign a Non-Disclosure Agreement in the form annexed as an Exhibit hereto stating that that person has read this Protective Order and agrees to be bound by its terms. Said counsel shall retain each signed Non-Disclosure Agreement, hold it in escrow, and produce it to opposing counsel either prior to such person being permitted to testify (at deposition or trial) or at the conclusion of the case, whichever comes first.

9. Any Party who objects to any designation of confidentiality may at any time prior to the trial of this action serve upon counsel for the designating person a written notice stating with particularity the grounds of the objection. If the Parties cannot reach agreement promptly, counsel for all Parties will address their dispute to this Court in accordance with Paragraph 1(C) of this Court's Individual Practices in Civil Cases.

10. A Party may be requested to produce Discovery Material that is subject to contractual or other obligations of confidentiality owed to a third party. Within two business days of receiving the request, the receiving Party subject to such obligation shall inform the third party of the request and that the third party may seek a protective order or other relief from this Court. If neither the third party nor the receiving Party seeks a protective order or other relief from this Court within 21 days of that notice, the receiving Party shall produce the information responsive to the discovery request but may affix the appropriate controlling designation.

11. Recipients of Confidential Discovery Material under this Protective Order may use such material solely for the prosecution and defense of this action and any appeals thereto, and specifically (and by way of example and not limitations) may not use Confidential Discovery Material for any business, commercial, or competitive purpose, including disclosure to the media. Nothing contained in this Protective Order, however, will affect or restrict the rights of any person with respect to its own documents or information produced in this action. Nor does

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disclose in any manner any Confidential Discovery Information to any person or entity except in strict compliance with the provisions of this Order, and if you do so, you may be subject to a sanction by the Court."

anything contained in this Protective Order limit or restrict the rights of any person to use or disclose information or material obtained independently from and not through or pursuant to the Federal Rules of Civil Procedure, in keeping with the order by this Court with respect to Rule 3.6 of New York's Rules of Professional Conduct, *see* Dkt. No. 57, 24-cv-10049.

12. Nothing in this Protective Order will prevent any person subject to it from producing any Confidential Discovery Material in its possession in response to a lawful subpoena or other compulsory process, or if required to produce by law or by any government agency having jurisdiction, provided, however, that such person receiving a request, will provide written notice to the producing person before disclosure and as soon as reasonably possible, and, if permitted by the time allowed under the request, at least 10 days before any disclosure. Upon receiving such notice, the producing person will have the right to oppose compliance with the subpoena, other compulsory process, or other legal notice if the producing person deems it appropriate to do so.

13. All persons seeking to file redacted documents or documents under seal with the Court shall follow Rule 2(H) of this Court's Individual Practices in Civil Cases. No person may file with the Court redacted documents or documents under seal without first seeking leave to file such papers. All persons producing Confidential Discovery Material are deemed to be on notice that the Second Circuit puts limitations on the documents or information that may be filed in redacted form or under seal and that the Court retains discretion not to afford confidential treatment to any Confidential Discovery Material submitted to the Court or presented in connection with any motion, application or proceeding that may result in an order and/or decision by the Court unless it is able to make the specific findings required by law in order to retain the confidential nature of such material. Notwithstanding its designation, there is no presumption that Confidential Discovery Material will be filed with the Court under seal. The Parties will use their best efforts to minimize such sealing.

14. All persons are hereby placed on notice that the Court is unlikely to seal or otherwise afford confidential treatment to any Discovery Material introduced in evidence at trial or supporting or refuting any motion for summary judgment, even if such material has previously been sealed or designated as Confidential.

15. Any Party filing a motion or any other papers with the Court under seal shall also publicly file a redacted copy of the same, via the Court's Electronic Case Filing system, that redacts only the Confidential Discovery Material itself, and not text that in no material way reveals the Confidential Discovery Material.

16. Each person who has access to Discovery Material that has been designated as Confidential or Attorney's Eyes Only shall take all due precautions to prevent the unauthorized or inadvertent disclosure of such material.

17. Any Personally Identifying Information ("PII") (*e.g.*, social security numbers, , party phone numbers, personal addresses other than those already made public for personal

service, financial account numbers, passwords, and information that may be used for identity theft) exchanged in discovery shall be maintained by the persons who receive such information and are bound by this Protective Order in a manner that is secure and confidential, including as addressed in Paragraph 2(e). In the event that the person receiving PII experiences a data breach, she, he, or it shall immediately notify the producing person of the same and cooperate with the producing person to address and remedy the breach. Nothing herein shall preclude the producing person from asserting legal claims or constitute a waiver of legal rights or defenses in the event of litigation arising out of the receiving person's failure to appropriately protect PII from unauthorized disclosure.

18. This Protective Order shall survive the termination of the litigation. Within 30 days of the final disposition of this action, all Discovery Material designated as "Confidential," or "Attorneys' Eyes Only" and all copies thereof, shall be promptly returned to the producing person, or, upon permission of the producing person, destroyed.

19. All persons subject to this Protective Order acknowledge that willful violation of this Protective Order could subject them to punishment for contempt of Court. This Court shall retain jurisdiction over all persons subject to this Protective Order to the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any contempt thereof.

SO ORDERED.

Dated: March 13, 2025
New York, New York

LEWIS J. LIMAN
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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| BLAKE LIVELY,<br><br>Plaintiff,<br><br>-v-<br><br>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, STREET RELATIONS INC.,<br><br>Defendants. | 24-cv-10049 (lead case);<br>25-cv-449<br><br>PROTECTIVE ORDER |
| WAYFARER STUDIOS LLC, JUSTIN BALDONI, JAMEY HEATH, IT ENDS WITH US MOVIE LLC, MELISSA NATHAN, and JENNIFER ABEL,<br><br>Plaintiffs,<br><br>-v-<br><br>BLAKE LIVELY, RYAN REYNOLDS, LESLIE SLOANE, VISION PR, INC., THE NEW YORK TIMES COMPANY,<br><br>Defendants. | |

LEWIS J. LIMAN, United States District Judge:

I, _____, acknowledge that I have read and understand the Protective Order in this action governing the non-disclosure of those portions of Discovery Material that have been designated as Confidential Discovery Material. I agree that I will not disclose such Confidential Discovery Material to anyone other than for purposes of this litigation and that at the conclusion of the litigation I will either return all discovery information to the party or attorney from whom I received it, or upon permission of the producing party, destroy such discovery information. By acknowledging these obligations under the Protective Order, I

understand that I am submitting myself to the jurisdiction of the United States District Court for the Southern District of New York for the purpose of any issue or dispute arising hereunder and that my willful violation of any term of the Protective Order could subject me to punishment for contempt of Court.

Dated: _____ _____