

EXHIBIT 13

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

TERRY GENE BOLLEA professionally
known as HULK HOGAN,

Plaintiff,

vs.

Case No. 12012447 CI-011

HEATHER CLEM; GAWKER MEDIA, LLC
a/k/a GAWKER MEDIA, et al.,

Defendants.

TRANSCRIPT OF: PROCEEDINGS
BEFORE: Honorable Pamela A.M. Campbell
DATE: April 23, 2014
TIME: 1:30 p.m.
PLACE: Pinellas County Courthouse
545 First Avenue North
Room 300
St. Petersburg, Florida
REPORTED BY: Natalie W. Breaux, RPR, CRR
Notary Public
State of Florida at Large



RICHARD LEE REPORTING

rlr@richardleereporting.com

APPEARANCES:

KENNETH G. TURKEL, ESQUIRE
Bajo Cova Cohen & Turkel, P.A.
100 North Tampa Street
Suite 1900
Tampa, Florida 33602

- and -

CHARLES J. HARDER, ESQUIRE
Harder Mirell & Abrams LLP
1801 Avenue of the Stars
Suite 1120
Los Angeles, California 90057
Appeared for Plaintiff;

SETH D. BERLIN, ESQUIRE
Levine Sullivan Koch & Schulz, LLP
1899 L Street Northwest
Suite 200
Washington, DC 20036

- and -

PAUL J. SAFIER, ESQUIRE
Levine Sullivan Koch & Schulz, LLP
1760 Market Street
Suite 1001
Philadelphia, Pennsylvania 19103

- and -

GREGG D. THOMAS, ESQUIRE
Thomas & LoCicero PL
601 South Boulevard
Tampa, Florida 33606
Appeared for Defendants Gawker Media, LLC,
Nick Denton, A.J. Daulerio and for specially
appearing Defendant Blogwire Hungary
Szellemi Alkotast Hasznosito, KFT (now known
as Kinja, KFT).

1 privacy of the people who are depicted would be
2 protected. That didn't happen here with
3 Gawker, but it did happen with Michaels II.

4 Just making sure my points I was able to
5 make, and I did, so that's all I have, Your
6 Honor.

7 THE COURT: Could I ask you to
8 specifically address the Kinja motion to
9 dismiss?

10 MR. HARDER: Yes. Well, Your Honor had
11 a motion from Kinja before and denied their
12 motion. And I believe what it's saying now is
13 that it reserved the right to resume its
14 motion to dismiss as to the merits based upon
15 the DCA's opinion. And I don't have a problem
16 with that, because if the other defendants are
17 going to stay in the case because the DCA's
18 opinion is not binding on Your Honor because
19 it was temporary and preliminary and it was
20 not intended to stop the case in its tracks,
21 then the same result should be -- should
22 happen for Kinja, because Your Honor has
23 already ruled on the jurisdictional component
24 of it. The only remaining component is the
25 DCA opinion and how that applies.

1 I believe what Gawker is saying is: If
2 you dismiss out Gawker Media and Mr. Denton
3 and Mr. Daulerio, then dismiss out Kinja as
4 well. So I believe that I've argued as to
5 Kinja, Daulerio, Denton and Gawker Media in
6 arguing as to the application of the DCA
7 opinion.

8 THE COURT: It just seemed -- I think
9 there is a little bit more in the motion on
10 that. In the Kinja prior motion to dismiss,
11 at that point in time really discovery had not
12 progressed much at that point in time. And it
13 seemed as -- part of my basis was to allow
14 plaintiff more time to connect Kinja to the
15 rest of the case.

16 And so at this point in time discovery
17 has come about. I know the standard for
18 motion to dismiss versus motion for summary
19 judgment is a little bit different -- well,
20 it's a lot different.

21 MR. HARDER: I could address that, Your
22 Honor. First, Kinja is not moving based upon
23 jurisdiction at this time. It acknowledges
24 that that issue has already been foreclosed.
25 So we haven't prepared anything in opposition

1 to that.

2 The second thing is that a lot of the
3 discovery that's happened since January has
4 been depositions of Mr. Bollea and Bubba Clem
5 and, following through on Your Honor's order,
6 to ensure that their document production
7 occurred. And it did occur in substantial
8 part, but we have a meet-and-confer letter to
9 them as to a number of issues.

10 And one of those issues is the fact that
11 they have not produced any documents which are
12 license agreements between Kinja and Gawker
13 Media. Because it's our understanding from
14 their testimony that Kinja and Gawker Media,
15 which are related entities, have contractual
16 relationships with one another. And I believe
17 Your Honor has already ordered them to produce
18 those, but we have not seen them yet, and so
19 that's part of our meet and confer.

20 THE COURT: When is that scheduled?

21 MR. HARDER: We have a meet and confer
22 conference -- it's Alia and my partner Doug
23 Mirell. And Alia was out on vacation I think
24 a week ago and so we postponed it to -- in the
25 very near future. It's either later this week

1 or it's next week. But in the very near
2 future there is going to be a meet-and-confer
3 conference on that issue.

4 THE COURT: Thank you very much.

5 MR. HARDER: Thank you, Your Honor.

6 THE COURT: Mr. Berlin?

7 MR. BERLIN: This is the hardest part of
8 the whole argument, getting all this up here
9 without dropping it.

10 THE COURT: You can argue from back at
11 your table.

12 MR. BERLIN: I'm all good now.

13 THE COURT: Now that you're already
14 here.

15 MR. BERLIN: Now that I'm here, I'm not
16 moving back.

17 THE COURT: That's okay. I needed a
18 deputy to help me bring all of these things in
19 here for this hearing, so --

20 MR. BERLIN: Fair enough, Your Honor.
21 Let me try and address the things that Mr.
22 Harder was speaking to, if I may. And let me
23 start with Michaels I. It's an odd position,
24 to say the least, to say that Michaels I, which
25 was a preliminary injunction decision in a

CERTIFICATE OF REPORTER

STATE OF FLORIDA:

COUNTY OF HILLSBOROUGH:

I, Natalie W. Breaux, Notary Public in and for the State of Florida at Large, do hereby certify that I reported in shorthand the foregoing proceedings at the time and place therein designated; that the witness herein was duly sworn by me; that my shorthand notes were thereafter reduced to typewriting under my supervision; and that the foregoing pages are a true and correct, verbatim record of the aforesaid proceedings.

Witness my hand and seal April 25, 2014, in the city of Tampa, County of Hillsborough, State of Florida.

Natalie W. Breaux
Notary Public
State of Florida at Large