

EXHIBIT 1
TO
OPPOSITION TO PLAINTIFF'S MOTION TO COMPEL
ADDITIONAL FINANCIAL WORTH DISCOVERY

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

-----x

TERRY GENE BOLLEA, professionally know as
HULK HOGAN,

Plaintiff,
Case No.

-against- 12012447 CI-011

HEATHER CLEM, GAWKER MEDIA, LLC AKA
GAWKER MEDIA; GAWKER MEDIA GROUP, INC.
AKA GAWKER MEDIA; et al.,

Defendants.

-----x

April 14, 2015
10:12 a.m.

Videotaped Deposition of SCOTT KIDDER,
taken by Plaintiff, pursuant to Notice, at the
offices of Merrill Corporation, 1345 Avenue of
the Americas, New York, New York, before
William Visconti, a Shorthand Reporter and
Notary Public within and for the State of New
York.

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A P P E A R A N C E S:

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ALSO PRESENT:

ADAM KOWALCZYK, Videographer
HEATHER L. DIETRICK, Gawker Media

1 SCOTT KIDDER 13:08:26

2 [REDACTED] 13:08:29

3 [REDACTED] 13:08:29

4 [REDACTED] [REDACTED] [REDACTED] 13:08:33

5 [REDACTED] 13:08:35

6 [REDACTED] [REDACTED] 13:08:38

7 [REDACTED] 13:08:43

8 [REDACTED] 13:08:48

9 [REDACTED] 13:08:49

10 Q. Who are the individuals who decided 13:08:56

11 the terms of the fee for the royalty agreement 13:09:03

12 between Gawker Media and Kinja? 13:09:05

13 A. So again, what I can say there is 13:09:09

14 an outside company or law firm actually I know it 13:09:12

15 happened to me, Mayer Brown was hired and they did 13:09:14

16 a study to make sure that there were terms 13:09:17

17 appropriate for an arm's length transaction. It 13:09:22

18 was handled by counsel and beyond that I don't 13:09:25

19 think there is anything unprivileged that I can 13:09:27

20 say. 13:09:29

21 Q. So just so I understand. The terms 13:09:34

22 of the royalty agreement between Gawker Media LLC 13:09:38

23 and Kinja KFT were determined by the law firm 13:09:42

24 Mayer Brown & Platt and not between principals or 13:09:50

25 officers at Gawker Media or Kinja?

1 SCOTT KIDDER 13:09:51

2 A. No, that is not what I said. I 13:09:53

3 said that in the interest of trying to give you 13:09:55

4 some information that is that, that there was an 13:10:00

5 outside law firm did a study that said, hey, what 13:10:04

6 are some appropriate -- what is an appropriate 13:10:06

7 arrangement of what is an appropriate fee for an 13:10:08

8 arm's length transaction if you two weren't owned 13:10:11

9 by the same parent, is this sort of the thing that 13:10:15

10 would happen. 13:10:16

11 In terms of the signatories of the 13:10:18

12 agreement, in Kinja and Blogwire would be the then 13:10:23

13 managing director and in the U.S. it would have 13:10:25

14 been an authorized signatory. I don't know off 13:10:27

15 the top of my head and who it was. Those are the 13:10:30

16 individuals that I have to imagine would have 13:10:32

17 actually agreed on the terms. 13:10:33

18 Q. I'm asking for your actual 13:10:37

19 knowledge not your assumption. Other than 13:10:40

20 attorneys at the Mayer Brown law firm, what other 13:10:44

21 individuals were involved in determining the 13:10:48

22 license fee in the royalty agreement between 13:10:51

23 Gawker Media and Kinja KFT? 13:10:53

24 A. Other than who the signatories are 13:10:59

25 which I just...

1 SCOTT KIDDER 17:25:02
2 THE VIDEOGRAPHER: Here marks the end 17:25:05
3 of file number 8 in the videotape deposition 17:25:07
4 of Scott Kidder. We are going off the record 17:25:11
5 the time is 5:25 p.m. 17:25:14
6 (TIME NOTED: 5:25 P.M.)
7
8 _____
9 SCOTT KIDDER
10
11 Subscribed and sworn to before me
12 this ____ day of _____, 2015
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14 _____.
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C E R T I F I C A T E

STATE OF NEW YORK)

: ss.

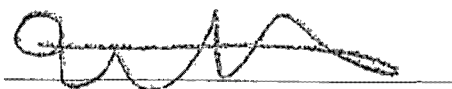
COUNTY OF NEW YORK)

I, WILLIAM VISCONTI, a Shorthand Reporter and Notary Public within and for the State of New York, do hereby certify:

That SCOTT KIDDER, the witness whose deposition is hereinbefore set forth, was duly sworn by me and that such deposition is a true record of the testimony given by the witness.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of April, 2015.



WILLIAM VISCONTI