

# EXHIBIT J

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1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK  
3

4 MARVEL WORLDWIDE, INC., )  
MARVEL CHARACTERS, INC., )  
5 and MVL RIGHTS, LLC, )

6 Plaintiffs, )

7 vs. )

) Case No. 10-141-CMKF

8 LISA R. KIRBY, BARBARA J. )  
KIRBY, NEAL L. KIRBY and )  
9 SUSAN N. KIRBY, )

10 Defendants. )  
\_\_\_\_\_ )  
11  
12  
13  
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15 CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER  
16 VOLUME II  
17 DEPOSITION OF STAN LEE  
18 LOS ANGELES, CALIFORNIA  
19 WEDNESDAY, DECEMBER 8, 2010  
20  
21  
22  
23

24 REPORTED BY:

Alejandria E. Kate

25 CSR NO. 11897, HI 448, RPR, CLR

JOB NO.: 35197

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DECEMBER 8, 2010

9:11 A.M.

Deposition of STAN LEE, held at the offices  
of VENABLE LLP, 2049 Century Park East, Suite  
2100, Los Angeles, California, pursuant to  
agreement before Alejandria E. Kate, a  
Registered Professional Reporter and  
Certified Shorthand Reporter of the State of  
California.

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

2  
3 ATTORNEY FOR THE PLAINTIFFS:

4 WEIL, GOTSHAL & MANGES

5 BY: JAMES W. QUINN, ESQ.

6 RANDI W. SINGER, ESQ.

7 767 Fifth Avenue

8 New York, New York 10153

9 -AND-

10 HAYNES AND BOONE

11 BY: DAVID FLEISCHER, ESQ.

12 1221 Avenue of the Americas

13 26th Floor

14 New York, New York 10020

15 ATTORNEY FOR THE DEFENDANTS:

16 TOBEROFF & ASSOCIATES

17 BY: MARC TOBEROFF, ESQ.

18 NICHOLAS C. WILLIAMSON, ESQ.

19 JEFFREY R. RHOADS, ESQ. (Page 200)

20 2049 Century Park East

21 Suite 2720

22 Los Angeles, California 90067

23 FOR THE WITNESS:

24 GANFER & SHORE

25 BY: ARTHUR LIEBERMAN, ESQ.

(APPEARANCE VIA VIDEO CONFERENCE)

360 Lexington Avenue

14th Floor

New York, NY 10017

ALSO PRESENT:

ELI BARD, Marvel Entertainment

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1 (Whereupon, Defendants' Exhibit Number  
2 LEE 23 was marked for identification.)

3 MR. TOBEROFF: Exhibit 23 is an amendment  
4 dated as of May 2, 2008 to the agreement dated June 11,  
5 2007, called a "Cooperation Agreement," between Marvel  
6 Entertainment and Stan Lee. Bates Numbers 16141 to 42.

7 Q. Can you please turn to Page 2 of this  
8 document, Mr. Lee. Just turn to Page 2.

9 A. Page 2?

10 Q. Yes.

11 A. That's my signature.

12 Q. That was my -- how did you guess that was my  
13 question. Thank you. You're a quick study.

14 Now, let's turn back to what was marked as  
15 Exhibit 1 in your prior deposition. It's your  
16 June 11th, 2007, affidavit.

17 MR. QUINN: It's in here somewhere. I'll find  
18 it.

19 THE WITNESS: Oh. Thanks, Jim.

20 BY MR. TOBEROFF:

21 Q. Putting the agreement aside for a second.

22 When did you first start working for Marvel  
23 years ago?

24 A. Before it was Marvel.

25 Q. Before it was Marvel.

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1 I know Marvel has had various names like  
2 Timely and other names.

3 A. Yeah. When I first really started, I was  
4 about 17 or 18 years old. So -- what's 17 from -- 22  
5 and 17 is, what 32? 35?

6 Q. 39.

7 A. 39. Somewhere around there. 1930s.

8 Q. Does -- does 1940 ring a bell?

9 A. Maybe, yeah.

10 Q. And at the end of 1941, you were promoted to  
11 the position of editorial director?

12 A. Right.

13 Q. Please turn to Paragraph 8 of the affidavit.

14 MR. QUINN: On Page 5.

15 THE WITNESS: Got it. That's the easiest  
16 part, finding the numbers.

17 BY MR. TOBEROFF:

18 Q. If you go down three-quarters of the way down  
19 the page, in that paragraph, you see the sentence that  
20 reads, "Although I had no written agreement with  
21 Timely, it was our mutual understanding and agreement  
22 throughout the 23-year period."

23 Do you see that sentence?

24 A. Yes. That my creative contributions were made  
25 as a result of my having been commissioned by Timely to

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1 create the works and that Timely would, therefore, own  
2 whatever rights existed to any materials I created or  
3 co-created for publication by it, including any new  
4 characters that I created for publication by Timely and  
5 that I had no right to claim" --

6 Q. You don't have to read the whole sentence.

7 MR. QUINN: Well, it's good for the record.

8 THE WITNESS: Yeah. That was for the record.

9 MR. TOBEROFF: You keep saying the document  
10 speaks for itself.

11 Q. In any event, what I was getting at here is  
12 it's correct that you had no written agreement with  
13 Marvel for at least the first 23 years you worked  
14 there; is that correct?

15 A. You mean I had no agreement before this?

16 Q. You had no written agreement with Marvel for  
17 at least the first 23 years that you worked there?

18 A. I don't know. How do you know?

19 Q. Well, we previously looked at an agreement --  
20 a '72 agreement with Cadence, and no earlier agreement  
21 has been produced.

22 And I asked you whether you had an earlier  
23 agreement with Cadence or Marvel.

24 A. Okay.

25 Q. So it could have been -- actually, since you

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1 started working at Marvel in about 1940, 1972, it could  
2 have been longer than 23 years, it could have been 32  
3 years that you had no written agreement; is that  
4 correct?

5 A. I'm trying to remember. I don't know if I had  
6 a contract when Cadence took over. If they gave me a  
7 contract. There was a contract because -- am I allowed  
8 to say this?

9 Q. Yes.

10 MR. QUINN: Whatever your testimony is.

11 THE WITNESS: There was a contract because  
12 Cadence wouldn't buy the company unless Martin had me  
13 under contract.

14 And I remember him saying to me, "Stan, you've  
15 got to sign a contract with me or I won't be able to  
16 sell the company."

17 And then he sold the company, so I assume I --  
18 I know I signed something. Now, I don't have a copy of  
19 it. I don't know where it is or what it is. But I  
20 know something was signed in order for Cadence to buy  
21 the company.

22 Q. So based on that, is it your belief that the  
23 first agreement, written agreement you had with Marvel,  
24 was shortly before Cadence bought the company?

25 A. I would think so, yes.



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1 Q. Now, when you -- when you were serving as an  
2 editor at Marvel, in the period 1958 to 1963, you were  
3 paid a salary as an editor?

4 A. Yes.

5 Q. And how were you paid for your work as a  
6 writer on the comics?

7 A. I was paid on a freelance basis, like any  
8 freelance writer.

9 Q. And does that mean you were paid by the page?

10 A. Yes.

11 Q. And was it your belief that because Marvel had  
12 bought that work from you, that they owned all right,  
13 title and interest in the work?

14 A. Yes, I did believe that.

15 MR. TOBEROFF: I'm done.

16 MR. QUINN: Okay. I have nothing further.

17 MR. LIEBERMAN: You may leave, Mr. Lee.

18 THE COURT REPORTER: No stipulation, then?  
19 It's Code?

20 MR. TOBEROFF: In California, we do a  
21 stipulation.

22 MR. LIEBERMAN: Mr. Lee, leave. We're  
23 finished.

24 MR. FLEISHCHER: Why don't we go off the  
25 record, Marc, and tell us what stipulation you want to