

EXHIBIT K

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

3 Case No. 10-141-CMKF
4

5 MARVEL WORLDWIDE, INC.,
6 MARVEL CHARACTERS, INC., and
7 MVL RIGHTS, LLC,
8 Plaintiffs,

9 VS.

10 LISA R. KIRBY, BARBARA J. KIRBY,
11 NEAL L. KIRBY and SUSAN N. KIRBY,
12 Defendants.
13
14

15 Volume II

16 Videotape Deposition of:

17 Roy Thomas

18 Wednesday, October 27, 2010

19 Orangeburg, South Carolina
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APPEARANCES:

FOR THE PLAINTIFFS:

MARVEL WORLDWIDE, INC., MARVEL CHARACTERS,
IN.C, and MVL RIGHTS, LLC

BY: JODI AILEEN KLEINICK
PAUL HASTINGS JANOFSKY & WALKER
75 East 55 Street
New York, NY 10022

-AND-

ELI BARD
VICE PRESIDENT, DEPUTY GENERAL COUNSEL
MARVEL ENTERTAINMENT, INC.
417 Fifth Avenue
New York, NY 10016

(Appearances continued:)

1 FOR THE DEFENDANTS:

2 LISA R. KIRBY, BARBARA J. KIRBY,

3 NEAL L. KIRBY and SUSAN N. KIRBY

4 BY: MARC TOBEROFF

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2 MS. KLEINICK: Objection; states
3 facts not in evidence.

4 A. I haven't any knowledge of that.
5 It would have, you know, surprised
6 me; but if he did, he probably misspoke.

7 Q. Is it your understanding that at
8 Marvel, artists were -- part of their duties
9 were to plot the stories through the -- through
10 their artwork and through notes in the margins
11 and suggested dialogue?

12 MS. KLEINICK: Objection.

13 A. We didn't use that, you know, think
14 about that much or use that term then.

15 But as I look back on it, and over
16 the years and analyze it, I realize they
17 were -- I would say co-plotting the stories. I
18 would not say plotting.

19 When you are given a story idea,
20 even if it is a few sentence, quite often, and
21 certainly if it was more, as it was in many
22 cases, you're certainly not plotting the story,
23 you were co-plotting.

24 Q. Starting at the time you started --
25 well, whether or not they were co-plotting or

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2 same thing.

3 So I don't pay any attention or
4 didn't take any great recollection of it.

5 Q. Was it your understanding that by
6 signing the checks, you were acknowledging that
7 you were signing to Marvel all right, title and
8 interest in your work?

9 MS. KLEINICK: Objection.

10 A. Yes, I did.

11 Q. Were they putting legends on your
12 freelance checks when you became editor-in-
13 chief in 1972?

14 A. I have no recollection at all.

15 That language was written in the
16 contract.

17 So I wouldn't have paid any
18 attention to remember whether it was or not.

19 Q. When you began work with Marvel in
20 1965, which comic book titles did you write
21 for?

22 A. The first thing I did over the
23 weekend, after Stan hired me, was a -- to do
24 the dialogue for an already drawn and plotted
25 comic called: Modeling With Millie, which was

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2 time, art was either returned to the -- to an
3 individual artist as an exception or perhaps
4 given away to fans at other companies.

5 And so they felt they should get it
6 back in order to be able to sell it or either
7 keep it themselves, if they wanted to, or sell
8 it if they wanted to make a little extra
9 income.

10 And our purpose, as much as
11 anything, was to get goodwill from the artists
12 and maybe give them a chance to make a little
13 extra income.

14 Q. Was there an issue at that time
15 about sales to -- the payment of sales tax in
16 connection with Marvel's artwork?

17 A. I remember at some stage various
18 artists coming up with -- talking about adding
19 sales tax and bringing that up.

20 Maybe they had talked to attorneys
21 about it. But I don't remember Stan and me
22 talking about it.

23 Q. But you were part of Marvel's
24 management at that time, correct?

25 A. Yes.