

# EXHIBIT E

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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

Plaintiffs,

- against -

LISA R. KIRBY, BARBARA J. KIRBY,  
NEAL L. KIRBY and SUSAN L. KIRBY,

Defendants.

10-CV-141 (CM) (KNF)

**PLAINTIFFS'**  
**INITIAL DISCLOSURES**

Plaintiffs Marvel Worldwide, Inc., Marvel Characters, Inc. and MVL Rights, LLC (collectively, "Marvel"), by their attorneys, Weil, Gotshal & Manges LLP and Paul, Hastings, Janofsky & Walker LLP, for their initial disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure, state as follows:

A. **Disclosure pursuant to Rule 26(a)(1)(A)(i):**

the name and, if known, the address and telephone number of each individual likely to have discoverable information – along with the subjects of that information – that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment.

1. Stan Lee  
POW! Entertainment  
9440 Santa Monica Boulevard  
Suite 620  
Beverly Hills, CA 90210

Mr. Lee has knowledge regarding the circumstances under which the Works (as defined in the complaint) were created and the ownership of the Works. Mr. Lee also

has knowledge regarding compensation of Jack Kirby and others who made creative contributions to the Works by Marvel's predecessors in interest.

2. Roy Thomas  
32 Bluebird Trail  
St. Matthews, South Carolina 29135

Mr. Thomas has knowledge regarding the circumstances under which the Works were created and Marvel's policies regarding the ownership of the Works. Mr. Thomas also has knowledge regarding compensation of those who made creative contributions to the Works by Marvel's predecessors in interest.

3. John Romita, Sr.  
43 Huron Road  
Floral Park, New York 11001

Mr. Romita has knowledge regarding the circumstances under which the Works were created and Marvel's policies regarding the ownership of the Works. Mr. Romita also has knowledge regarding compensation of Mr. Kirby and others who made creative contributions to the Works by Marvel's predecessors in interest.

4. James Shooter  
109 High Avenue, #203  
Nyack, New York 10960

Mr. Shooter has knowledge regarding the circumstances under which certain of the Works were created and Marvel's policies regarding the ownership of the Works. Mr. Shooter also has knowledge regarding the employment by Marvel's predecessors in interest of Mr. Kirby.

5. Marvel Custodian of Records

Marvel's Custodian of Records has knowledge regarding the copyright registrations filed by Marvel's predecessors in interest with respect to the Works and certain documents executed by Mr. Kirby.

**B. Disclosure pursuant to Rule 26(a)(1)(A)(ii):**

a copy - or a description by category and location - of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.

Marvel may use documents in its possession, custody or control sufficient to show Marvel's ownership of, right to, and interest in the Works.

These documents are located at the offices of Paul, Hastings, Janofsky & Walker LLP, 75 East 55th Street, New York, NY 10022 and at the offices of Marvel Entertainment, LLC, 417 Fifth Avenue, New York, NY 10016. Marvel expressly reserves the right to supplement this response in the event that it discovers additional documents and things that it may use to support its defenses.

**C. Disclosure pursuant to Rule 26(a)(1)(A)(iii):**

a computation of each category of damages claimed by the disclosing party -- who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extend of injuries suffered.

Marvel has not asserted a claim for damages.

**D. Disclosure pursuant to Rule 26(a)(1)(A)(iv):**

for inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Marvel states that there are no such insurance agreements.

Dated: New York, New York  
March 10, 2009

WEIL, GOTSHAL & MANGES LLP

By: *James W. Quinn* <sup>(sf)</sup>  
James W. Quinn  
R. Bruce Rich  
Randi W. Singer

767 5th Avenue  
New York, NY 10153  
(212) 310-8000

PAUL, HASTINGS, JANOFSKY  
& WALKER LLP

By: *David Fleischer*  
David Fleischer  
Jodi A. Kleinick

75 East 55th Street  
New York, NY 10022  
(212) 318-6000


Attorneys for Plaintiffs

**CERTIFICATE OF SERVICE**

I hereby certify that on March 10, 2010, I caused a true and correct copy of the foregoing Plaintiffs' Initial Disclosures to be served by first class U.S. mail on the following counsel of record:

Marc Toberoff, Esq.  
TOBEROFF & ASSOCIATES, P.C.  
2049 Century Park East, Suite 2720  
Los Angeles, CA 90067

Attorneys for Defendants



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Rosetta Kromer