

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JOHN C. DEPP, II,

Plaintiff,

v.

AMBER LAURA HEARD,

Defendant.

Civil Action No.: CL-2019-0002911

FILED
MOTION DOCKET
2021 SEP 24 PM 12:12
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF JOHN C. DEPP, II'S
MOTION TO COMPEL DEFENDANT AMBER LAURA HEARD'S PRODUCTION OF
ORIGINAL DEVICES AND OPERATING SYSTEM DRIVES AND CLOUD BACKUPS
OF THESE ORIGINAL DEVICES AS REQUESTED IN PLAINTIFF'S SEVENTH SET
OF REQUESTS FOR PRODUCTION**

Pursuant to Virginia Supreme Court Rule 4:12, Plaintiff John C. Depp, II (“Mr. Depp”) seeks an Order requiring Defendant Amber Laura Heard (“Ms. Heard”) to produce for inspection her original devices, including mobile devices, computers, laptops, and iPads, as well as operating system drives and cloud backups (the “Requested Material”), for purposes of forensically imaging all relevant data, as requested in Plaintiff’s Seventh Set of Requests for Production, attached as **Exhibit 1** (the “Seventh Requests”). Such an inspection is vitally necessary to evaluate the veracity of Ms. Heard’s anticipated evidence at trial. In support of her abuse allegations, Ms. Heard has proffered supposed documentary evidence such as photographs taken on her devices that purport to show injuries. Mr. Depp contends that Ms. Heard completely made up her claims of abuse, and that her purported evidence has been staged, modified, or otherwise falsified. *Mr. Depp’s expert has already determined that at least some of Ms. Heard’s photographs appear to have been run through a photo editing program*, but the full extent of any manipulation cannot be determined without a forensic examination.

Ms. Heard relies heavily on electronic data from her personal devices to support her claims of abuse and will doubtless seek to introduce such evidence at trial. It is imperative that Mr. Depp be afforded the opportunity to examine this evidence to analyze whether, when, and by what means Ms. Heard has manipulated it. Mr. Depp’s forensic expert advises this type of analysis can only be accomplished by forensically imaging Ms. Heard’s original devices. Despite propounding similar requests for a forensic analysis of Mr. Depp’s devices, Ms. Heard has stalled and stonewalled Mr. Depp’s efforts to obtain access to the devices on which her evidence is maintained, even with the common-sense protections for privileged information Mr. Depp has proposed. Ms. Heard’s reticence begs the question: if she has not falsified her evidence, then what is she hiding? The Court should order Ms. Heard to produce her devices to be examined by Mr. Depp’s expert,

consistent with the proposed procedure below, which strikes a balance between Mr. Depp's right to examine critical evidence and any privacy concerns.

BACKGROUND

Ms. Heard has repeatedly relied on photographs, video and audio recordings, and text messages to support her false claim that Mr. Depp abused her. For example, in support of her original motion to dismiss Mr. Depp's claims against her, Ms. Heard submitted a declaration, attached hereto as **Exhibit 2** at 25-282, which alleged thirteen incidents of abuse and attached copies of text messages, photographs, and recordings, most of which originate from Ms. Heard's personal electronic devices. Ms. Heard also voluntarily submitted most of these same text messages, photographs, and recordings in Mr. Depp's defamation suit in the United Kingdom, which arose from a tabloid's publication of Ms. Heard's claims of abuse (the "UK Action").

Mr. Depp seeks to test whether this evidence has been manipulated or manufactured. To that end, Mr. Depp has retained Bryan Neumeister, who is a court certified video, audio, and digital photographic forensics and technical expert with over twenty years of experience analyzing digital evidence and data in law enforcement and legal proceedings. Mr. Neumeister's CV is attached hereto as **Exhibit 3**. Mr. Neumeister and other members of his team, including Matt Erickson, whose CV is attached hereto as **Exhibit 4**, routinely perform physical imaging from electronic devices to investigate the authenticity and completeness of evidence originating from such devices. Mr. Neumeister already has analyzed photographs Ms. Heard produced in this action that purport to show injuries she suffered from Mr. Depp, and he determined that these photographs have gone through a photo-editing application. *See Exhibit 5* (Designation). Mr. Neumeister advises, however, that he cannot assess whether the metadata associated with these photographs, or any of the other electronic data Ms. Heard has produced, has been modified in any way (for instance,

changing the date or time a photo/video was taken), or whether any relevant data has been deleted from Ms. Heard's devices (and, thus, not produced), without obtaining a forensic image, specifically a "physical" (or byte-by-byte) image, "CheckM8" image, or advanced logical image of the Requested Material.

Mr. Depp propounded the Seventh Requests, seeking access to the Requested Material for forensic imaging and analysis. Despite propounding similar requests for access to Mr. Depp's devices, Ms. Heard has failed to provide access to the Requested Material. *See Exhibit 6 [R&Os].*¹ On September 13, 2021, the parties met and conferred to discuss their cross requests. Mr. Depp's counsel proposed a procedure, consistent with the procedure proposed herein, whereby the parties: each proffer the Requested Material for forensic imaging; negotiate parameters for the extraction of relevant data; and jointly select a neutral attorney to oversee the process and ensure irrelevant personal or privileged information is not disclosed. Ms. Heard's counsel stated that she would consider the proposal. On September 22, 2021 and September 23, 2021 Mr. Depp's counsel and

¹ Ms. Heard objects to producing her devices for forensic imaging, on the grounds, *inter alia*, that Mr. Depp's counsel in the UK Action "did not dispute the accuracy of the accompanying date/time metadata to the May 2016 images, and further that any analysis of digital images will not yield any additional information than what can be seen from the images." **Exhibit 6** at 9-10. First, it is a gross misrepresentation to claim that Mr. Depp's UK Counsel "did not dispute the accuracy" of the metadata accompanying electronic images submitted by Ms. Heard; and, in any event, the conduct of counsel in a separate proceeding in a different country with different evidentiary laws and procedures is not binding here. Second, it is patently untrue that the physical imaging Mr. Depp requests "will not yield any additional information." As set forth in Mr. Depp's designation of Mr. Neumeister, a physical imaging and analysis of the Requested Material could reveal, among other things, that the images or the metadata associated with the images were altered in some manner or that relevant materials have been deleted. This type of information is not discernable from the materials as currently produced.

Ms. Heard's counsel exchanged further correspondence on this issue but ultimately reached an impasse, thus necessitating this motion.

ARGUMENT

Under Virginia law, the scope of discovery extends to “any matter, not privileged, which is relevant to the subject matter” of the action, including discovery related to any party's claims or defenses. Va. S. Ct. R. 4:1(b)(1). Here, Mr. Depp alleges that Ms. Heard defamed him when she publicly accused him of domestic abuse in the Op-Ed, and that her allegations of abuse are outright lies. Testing the authenticity and veracity of the photographs and other documents that Ms. Heard has cited as evidence of abuse could not be more relevant or more critical to a central issue – whether she made everything up. Whether this purported evidence is authentic, accurate, and complete can only be determined via forensic imaging and analysis.

Virginia law does not permit Ms. Heard to offer alleged evidence of abuse, while depriving Mr. Depp of the ability to determine whether her evidence has been modified or manufactured. The jury's assessment of the credibility of such evidence may well be case determinative, and since the veracity of Ms. Heard's evidence is directly at issue and directly in dispute, discovery on that issue is manifestly reasonable and appropriate. *See, e.g., Genworth Financial Wealth Management, Inc. v. McMullan*, 267 F.R.D. 443 (D. Conn. 2010); *HIS Global Limited v. Trade Data Monitor LLC*, No. 2:18-cv-01025, 2019 WL 7049687 at * (D.S.C. 2019); *Company v. Global Bio-Fuels Technology, LLC*, No. 1:12-CV-1292, 2016 WL 6605070 at *2 (N.D.N.Y. 2016).

Any legitimate privacy or privilege concerns can be easily addressed through simple safeguards. Forensic imaging and analysis of devices in civil litigation have become commonplace and there are well-established procedures to safeguard against the disclosure of irrelevant and

privileged information. To strike a balance between Mr. Depp's critical need for this information and any privacy concerns, Mr. Depp proposes the following procedure:


1. Mr. Erickson will travel to the location of Ms. Heard's devices and conduct an on-site forensic imaging of the relevant devices. Depending on the type of device, a "physical" (byte-by-byte), "CheckM8," or "advanced logical" image will be taken.

2. After the device is imaged, relevant categories of data will be extracted for review and analysis using the parameters set forth in **Exhibit 7**. Only the extracted data (as opposed to the forensic image) can be and will be reviewed by anyone. The remaining data from the forensic image will be destroyed on site promptly after the imaging and extraction has occurred.

3. Once the extraction is complete, a neutral third-party attorney will review the extracted data to identify and isolate any irrelevant or privileged information that will not be subject to Mr. Neumeister's forensic analysis. Any irrelevant or privileged information identified by the third-party attorney will be isolated and destroyed on-site and will not be disclosed to or reviewed by anyone else, including Mr. Neumeister. Mr. Depp proposes that the Court-appointed conciliator, Stephen Cochran, act as the neutral third-party attorney.

4. The relevant data from the extraction will, in the first instance, be treated as attorneys' and expert's eyes only. Mr. Neumeister will conduct his analysis of the relevant data from the extraction and the parties' attorneys (and Ms. Heard's expert(s)) will be permitted to review this set of data. Once both parties' attorneys have had an opportunity to review the data that Mr. Neumeister has/will be analyzing, the data shall be re-designated or de-designated consistent with the operative Protective Order in this action.

Respectfully submitted


Benjamin G. Chew (VSB #29113)
Andrew C. Crawford (VSB #89093)
BROWN RUDNICK LLP
601 Thirteenth Street NW, Suite 600
Washington, DC 20005
Tel.: (202) 536-1785
Fax: (617) 289-0717
bchew@brownrudnick.com
acrawford@brownrudnick.com

Camille M. Vasquez (*pro hac vice*)
BROWN RUDNICK LLP
2211 Michelson Drive
Irvine, CA 92612
Tel.: (949) 752-7100
Fax: (949) 252-1514
cvasquez@brownrudnick.com

*Counsel for Plaintiff and
Counterclaim Defendant John C. Depp, II*

Dated: September 24, 2021

FILED
MOTIONS DOCKET
2021 SEP 24 PM 12:12
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

EXHIBIT 1

VIRGINIA :

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

JOHN C. DEPP, II

Plaintiff,

v.

AMBER LAURA HEARD,

Defendant.

Civil Action No.: CL-2019-0002911

**PLAINTIFF JOHN C. DEPP, II'S SEVENTH SET OF REQUESTS FOR PRODUCTION
TO DEFENDANT AMBER LAURA HEARD**

Pursuant to Rule 4:9 of the Rules of the Supreme Court of Virginia, Plaintiff John C. Depp, II, by and through his undersigned counsel, requests that Defendant Amber Laura Heard produce the documents identified below for inspection and copying at the offices of Brown Rudnick LLP, 601 Thirteenth Street NW Suite 600, Washington, DC 20005, within twenty-one (21) days of service.

DEFINITIONS AND INSTRUCTIONS

Definitions

1. The term "Action" shall mean this litigation pending in the Circuit Court for Fairfax County captioned, *John C. Depp, II v. Amber Laura Heard*, Case No. CL-2019-0002911.
2. The term "Chat Application" shall mean any electronic program or application, usable on any device or platform, that allows the user to communicate with another person by way of exchange of text messages and/or images, including, but not limited to, iMessage,

Facebook Messenger, WhatsApp, WeChat, Slack, Twitter, Skype, Instagram, Kik, Signal, Telegram, Viber, Threema, Dust, and Wickr.

3. The term “Communication” shall mean every written or oral manner of transmitting or receiving facts, ideas, information and opinions, including, without limitation: correspondence; telexes; telecopies; electronic mail; all attachments and enclosures thereto; text messages; computer tapes; discs; telephone tape recordings; recordings of any other type in any medium of written or oral communications; phone logs; message logs; and notes and memoranda of, referring to, or relating to, written or oral communications.

4. The term “Divorce Action” shall mean and refer to the dissolution proceeding entitled *In re the Marriage of Amber Laura Depp and John Christopher Depp II*, Los Angeles Superior Court Case No. BD641052.

5. “Document” and “Documents” are used in their broadest possible sense within the meaning under law and shall include by way of example, but not limitation, any written, printed, typed, spoken, computerized, or other graphic, phonic, or recorded matter of any kind or nature, however produced or reproduced, whether sent or received or neither, including drafts and copies bearing notations or marks not found on the original, including the following:

a. all contracts, agreements, representations, warranties, certificates, and opinions;

b. all letters or other forms of correspondence or communication, including electronic mail, facsimiles, envelopes, notes, memoranda, telegrams, cables, text messages, voice-mail messages, messages sent or received via social media platform, and messages (including reports, notes, notations, diary entries, and memoranda or other records of or relating to telephone conversations or conferences);

c. all memoranda, reports, financial statements, valuations, reports, notes, transcripts, tabulations, studies, analyses, evaluations, projections, work papers, notebooks, corporate or other records or copies thereof, lists, comparisons, questionnaires, surveys, charts, curves, graphs, summaries, extracts, statistical records, and compilations;

d. all desk and pocket calendars, appointment books, diaries, and logs;

e. all books, scrapbooks, articles, speeches, press releases, magazines, newspapers, booklets, circulars, bulletins, notices, instructions, brochures, and manuals;

f. all transcripts or records of meetings, discussions, or conferences, including tape recordings and minutes;

g. all photographs, microfilm, microfiche, phonographs, tapes or other records, punch cards, magnetic tapes, disks, data cells, drums, printouts, and other electronic, computerized, or other data compilations from which information can or may be obtained; and

h. all presentation materials, including computer generated or other electronic presentation pages, slides, overhead projections overlays, handouts, pamphlets, charts, posters, films, and videos.

6. The term “Mr. Depp” shall mean and refer to Plaintiff John C. Depp, II and all persons acting on his behalf, including but not limited to his agents, representatives, employees, and assigns.

7. The terms “Ms. Heard” and/or “You” or “Your” shall mean and refer to Defendant Amber Laura Heard and all Persons or entities acting on her behalf or under her control, including but not limited to her agents, representatives, employees, and assigns.

8. The term “Op-ed” shall mean the writing submitted by Ms. Heard in December 2018 for publication in the Washington Post, which is the subject, at least in part, of the Action.

9. The term “Person” shall mean any natural person or any business, legal, or government entity, or association.

10. The term “UK Action” shall mean and refer to the litigation between Mr. Depp and News Group Newspapers Limited, before the High Court of Justice, Queen’s Bench Division, the subject matter of which included, at least in part, the relationship between You and Mr. Depp.

11. In order to bring matters within the scope of these requests which might otherwise be construed to be outside their scope:

a. “each” includes the word “every,” and “every” includes the word “each”;

b. “any” includes the word “all,” and “all” includes the work “any”;

c. “and,” “or” or “and/or” shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive;

d. “all” shall also include “each of” and vice-versa; and

e. the singular includes the plural and vice-versa.

12. All words, terms and phrases not specifically defined in these requests are to be given their normal and customary meaning in the context in which they are used herein.

Instructions

1. You are requested to produce all responsive documents in your possession, custody or control, wherever located, including, without limitation, those in the custody of your attorneys, agents, representatives and affiliates.

2. You shall provide a written response to each request herein.

3. The request shall be deemed to be continuing and you are required to promptly produce in the form of a supplemental document production any document requested herein that

is unavailable to you at the time of the production called for, but which becomes available to you or your attorneys, agents or representatives up to the conclusion of the proceedings herein. The date such additional documents came into your possession shall be specified, as well as the identity of the individuals who furnished such additional documents to the person preparing the response.

4. If any part of the following requests cannot be responded to in full, please respond to the extent possible, specifying the reason(s) for your inability to respond to the remainder and stating whatever information or knowledge you have concerning the portion to which you do not respond.

5. If an objection is made to any request contained herein, for each item or category objected to:

- a. State the specific ground for each objection;
- b. Identify each such document by giving its date, the name of each author (and each address or, if different), the name of each addressee (and each recipient, if different), and by giving any other information necessary to identify such document or part thereof; and
- c. Provide a description of the subject matter of each document or item.

Any ground not stated in an objection within the time frame provided by the relevant rule, or any extensions thereof, shall be waived.

6. If there are no documents in existence that are requested in a particular paragraph of this request, the Response must include a statement to that effect in writing.

7. Where any copy of any document whose production is sought herein, whether a draft or final version, is not identical to any copy thereof, by reason of alterations, notes, comments, initials, underscoring, indication of routing, or other material contained thereon or attached thereto, all such non-identical copies are to be produced separately.

8. If any document requested herein was formerly in your possession, custody or control (or that of your representative) and has been lost or destroyed or otherwise disposed of, you are requested to submit in lieu of any such document a written statement (a) describing in detail the nature of the document and its contents, including the document's date, subject matter, number of pages, and attachments and appendices, (b) identifying the person(s) who prepared or authored the document and, if applicable, the person(s) to whom the document was sent, distributed, shown, or explained, (c) specifying the date on which the document was prepared or transmitted, (d) specifying the date on which the document was lost or destroyed and, if destroyed, the conditions of and reasons for such destruction and the person(s) requesting and performing the destruction, and (e) where the document was maintained prior to its destruction.

9. Hard copies of all documents should be produced, in addition, copies of all documents available electronically should be delivered on a DVD or CD-ROM.

10. A request for any document shall be deemed to include a request for any and all transmittal sheets, cover letters, exhibits, enclosures, or attachments to such document, in addition to the document in its full and unexpurgated form. .

11. Documents should be segregated according to the number of the request to which you are responding or produced in the manner they are kept in the ordinary course of business. Documents attached to each other should not be separated.

12. With the exception of any spreadsheets or database documents (e.g. documents created on software such as Microsoft Excel or Microsoft Access), which shall be produced in their native format, all electronically-stored information ("ESI") images shall be produced in one of the following formats: CCITT Group 4, Single-Paged TIFF files or Single-Paged JPG files with an Opticon image load file. A Concordance DAT metadata load file of all such ESI shall

also be provided with a link to the text files and shall contain extractable metadata, including at least the following: Beginning Bates, Ending Bates, Beginning Bates Attachment, Ending Bates Attachment, Custodian, File Name, From, Recipient, CC, BCC, Subject, Date Sent, Time Sent, Last Modified Date, Author, Title, Date Created, Time Created, Document Extension, Page Count, MD5Hash, Text Path and Native File Path. The text file format shall be Multi-Paged Document level text files. In addition, if documents are produced with slip-sheets, please include the native file, as well as links to the natives in the DAT file. Hard copy documents or any documents or things that do not qualify as ESI shall be scanned and produced in single page TIFF format with separate OCR files for each document, and shall be included in the load file for ESI.

13. Requests for access to the original devices, including mobile devices and computers (including laptops and iPads), as well as access to the operating system drives and cloud backups of these original devices, shall be for purposes of performing a physical extraction of all relevant data from the original devices.

14. If any privilege is claimed as to any communication requested or sought to be identified herein:

- a. State the nature of the privilege of the claim (i.e., attorney/client, work product, etc.),
- b. State the name of the party claiming privilege and the name of the attorney, if any, with respect to whom the privilege is claimed,
- c. State the basis for claiming the privilege as to the specific communication,
- d. Identify all persons present at any communication to which privilege is claimed and all persons to whom the subject matter of the communication was discussed or disclosed, and
- e. State the date of each such communication.

15. If any privilege is claimed as to any document requested or sought to be identified

herein:

- a. State the nature of the privilege claimed (i.e., attorney/client, work product, etc.),
- b. State the basis for claiming the privilege as to the specific information or documents, and
- c. State the date of such document, identify the type of document (i.e., letter, memo, etc.), set forth the subject matter thereof, identify each person who prepared it and each person (if any) who signed it, identify each person to whom it was directed, circulated or shown, and identify each person now in possession of the document.

16. For purposes of each document request, each such request for documents to be produced by you expressly includes documents in the possession of your attorneys, and any consultants or experts retained by you or your attorneys in connection with this action.

17. Produce all responsive documents as they are kept in the usual course of business or organize and label them to correspond with the categories in this request.

18. Plaintiff hereby reserves the right to expand or supplement all requests for information and documents set forth herein.

REQUESTS FOR PRODUCTION

1. All Communications, including via Chat Applications, between You and any other Person (other than Your attorneys) regarding Your relationship with Mr. Depp, within one week before or after any date on which You contend that You suffered violence or other abuse at the hands of Mr. Depp, including but not limited to the following dates:

- January 1, 2013;
- March 8, 2013;
- May 24, 2014;
- August 17, 2014;
- December 17, 2014;

- January 25, 2015;
- March 2015;
- August 2015;
- November 26, 2015;
- December 15, 2015;
- April 21, 2016; and
- May 21, 2016.

RESPONSE:

2. All photographs of You (in their native/original format and original codec), that were taken within one week before or after any date on which You contend that You suffered violence or other abuse at the hands of Mr. Depp, including but not limited to the following dates:

- January 1, 2013;
- March 8, 2013;
- May 24, 2014;
- August 17, 2014;
- December 17, 2014;
- January 25, 2015;
- March 2015;
- August 2015;
- November 26, 2015;
- December 15, 2015;
- April 21, 2016; and
- May 21, 2016.

RESPONSE:

3. All audio or visual recordings of Mr. Depp and/or You and Mr. Depp (in their native/original/first generation format and original codec).

RESPONSE:

4. To the extent not previously produced, all Documents and Communications, including via Chat Applications, that support or relate to the parties' respective claims and defenses in this Action.

RESPONSE:

5. Access, for purposes of direct examination and physical extraction of data, to all of Your mobile devices on which any photographs, videos, audio recordings, text messages, or other Communications via Chat Applications relevant to the claims and defenses in this Action were taken or originated or have been maintained.

RESPONSE:

6. Access, for purposes of direct examination and physical extraction of data and direct access to operating system drives, to all of Your computers, including laptops or iPads, on which any photographs, videos, audio recordings, text messages, or other Communications via Chat Applications relevant to the claims and defenses in this Action were taken or originated or have been maintained.

RESPONSE:

7. Access to cloud backups for any of Your mobile devices and computers, including laptops or iPads, on which any photographs, videos, audio recordings, text messages, or other Communications via Chat Applications relevant to the claims and defenses in this Action were taken or originated or have been maintained.

RESPONSE:

8: Physical extractions or advanced logical extractions of all Your mobile devices on which any photographs, videos, audio recordings, text messages, or other Communications via Chat Applications relevant to the claims and defenses in this Action were taken or originated or have been maintained.

RESPONSE:

9. An extraction through a hardware write-blocker and in Raw(dd) format of all Your computers, including laptops or iPads, on which any photographs, videos, audio recordings, text messages, or other Communications via Chat Applications relevant to the claims and defenses in this Action were taken or originated or have been maintained.

RESPONSE:

10. The forensic imaging of Your mobile devices and computers, including laptops or iPads, on which any photographs, videos, audio recordings, text messages, or other Communications via Chat Applications relevant to the claims and defenses in this Action were taken or originated or have been maintained.

RESPONSE:

11. To the extent not covered by previous requests, all photographs, audio files, and video files that have been produced by You in this Action, in native/original format and original codec.

RESPONSE:

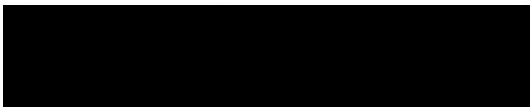
12. Documents sufficient to show the dates and amounts of any monetary payments, gifts, or transfers in value from You to or for the benefit of any Person identified by You in discovery in this Action as a witness or person with relevant knowledge, to the extent that such

payments, gifts, or transfers in value were made as a result of or in connection with this Action, the Divorce Action, or the U.K. Action, in a cumulative amount of \$5,000 or more.

RESPONSE:

Dated: February 12, 2021

Respectfully submitted,



Benjamin G. Chew (VSB #29113)
Andrew C. Crawford (VSB #89093)
BROWN RUDNICK, LLP
601 Thirteenth Street NW, Suite 600
Washington, DC 20005
Phone: (202) 536-1785
Fax: (617) 289-0717
bchew@brownrudnick.com
acrawford@brownrudnick.com

Camille M. Vasquez (*pro hac vice*)
BROWN RUDNICK, LLP
2211 Michelson Drive, Seventh Floor
Irvine, CA 92612
Phone: (949) 752-7100
Fax: (949) 252-1514
cvasquez@brownrudnick.com

Counsel for Plaintiff John C. Depp, II

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of February 2021, I caused copies of the foregoing to be served via email (per written agreement between the Parties) on the following:

J. Benjamin Rottenborn (VSB No. 84796)
Joshua R. Treece (VSB No. 79149)
WOODS ROGERS PLC
10 S. Jefferson Street, Suite 1400
P.O. Box 14125
Roanoke, Virginia 24011
Telephone: (540) 983-7540
brottenborn@woodsrogers.com
jtreece@woodsrogers.com

Elaine Charlson Bredehft (VSB No. 23766)
Carla D. Brown (VSB No. 44803)
Adam S. Nadelhaft (VSB No. 91717)
David E. Murphy (VSB No. 90938)
CHARLSON BREDEHOFT COHEN &
BROWN, P.C.
11260 Roger Bacon Dr., Suite 201
Reston, VA 20190
Phone: 703-318-6800
Fax: 703-318-6808
ebredehft@cbcblaw.com
cbrown@cbcblaw.com
anadelhaft@cbcblaw.com
dmurphy@cbcblaw.com



Benjamin G. Chew

EXHIBIT 2

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JOHN C. DEPP, II

Plaintiff,

v.

AMBER LAURA HEARD

Defendant.

Civil Action No.: CL-2019-0002911

DECLARATION OF AMBER LAURA HEARD

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF AMBER LAURA HEARD

I, Amber Laura Heard, declare as follows:

1. I am a party in the above-entitled action. I have firsthand, personal knowledge of the facts set forth below and if called as a witness could competently testify thereto.

2. I first met John C. Depp, II ("Johnny") in 2009, and we started dating around the end of 2011 or early 2012. For the first year of our relationship, Johnny was sober and our relationship blossomed. We were in love.

3. About a year into our relationship, I began to witness Johnny abusing drugs and alcohol or would notice that he was drunk or high. He frequently went in and out of drug and alcohol dependency medical care, including 24-hour live-in medical aid for the last three years of our relationship. On some occasions, when Johnny simultaneously used both illegal narcotics and prescription medications I have had to get him medical attention. Whenever he was using, I worried for both of us. He would become a totally different person, often delusional and violent. We called that version of Johnny, "the Monster."

4. Johnny often would not remember his delusional and violent conduct after he came out of his drunk or medicated states. Eventually, as his abuse continued, I began to document the injuries and destruction with photographs or videos so that I could show Johnny what he had done while in his altered state. Because I loved Johnny, I had believed his multiple promises that he could and would get better. I was wrong.

Late 2012/Early 2013, Los Angeles, California:

5. The first time Johnny hit me was at the end of 2012 or in early 2013. We were in Los Angeles, California, talking about a tattoo, and I laughed at something Johnny had said. I thought he had made a joke. He responded by slapping me across the face. Each hit was harder than the one before. The third hit knocked me to the floor. I did not respond physically or verbally; I froze, whether out of fear or shock, and then I went home without saying a word. I thought about leaving Johnny then.

1 **March 8, 2013, Los Angeles, California:**

2 6. Johnny hit me again on March 8, 2013 in my Los Angeles home. This was just one
3 unfortunate incident in a series around that time where Johnny would become volatile and violent
4 when under the influence of drugs and alcohol, then contrite and apologetic when he would sober
5 up. On this particular incident, Johnny was getting drunk and high alone, and was angry that I had
6 hung up a painting given to me by someone I had formerly dated. He tried to set fire to the
7 painting the following morning. Johnny's team and I asked my sister Whitney to come over to try
8 to intervene with Johnny, which she did. At some point after she left, Johnny resumed his fight
9 with me, and hit me so hard that blood from my lip ended up on the wall. Attached hereto as
10 Exhibit 1 is a true and correct copy of a text message exchange Johnny and I had the following
11 Tuesday. On my phone, I had labeled Johnny as "Steve," and on his phone, he labeled me "Slim,"
12 in part to protect our privacy if anyone else came into possession of our phones.

13 **May 24, 2014, Flight from Boston, Massachusetts to Los Angeles, California:**

14 7. On or about May 24, 2014, I met Johnny in Boston, and we both flew from Boston
15 to Los Angeles on a private plane. Johnny appeared to have been drinking heavily and was
16 holding a bottle of champagne when I met him in the morning. On the flight, Johnny ordered the
17 flight attendants to give him an oxygen tank, and drank heavily. Johnny's handlers told me that he
18 was upset that I was filming a movie with a romantic scene with James Franco the day before.
19 Soon, Johnny began to throw objects at me. Instead of reacting to his behavior, I simply moved
20 seats. That didn't stop him. He provocatively pushed a chair at me as I walked by, yelled at me,
21 and taunted me by yelling out the name "James Franco." At some point, I stood up, and Johnny
22 kicked me in the back, causing me to fall over. Johnny threw his boot at me while I was on the
23 ground. Johnny continued to scream obscenities until he went into the plane bathroom and passed
24 out locked in the bathroom for the remainder of the flight. Attached hereto as Exhibit 2 is a true
25 and correct copy of text messages exchanged between me and Johnny (labeled "Steve") dated May
26 25, 2014. In them, Johnny admitted, "Once again, I find myself in a place of shame and regret.
27 Of course, I am sorry. I really don't know why or what happened. But I will never do it again."
28

1 8. Johnny's assistant Stephen Deuters (labeled "Stephen" on my phone) also texted
2 me on May 25, 2014 to pass along Johnny's apologies for his behavior during the flight. Stephen
3 admitted that Johnny "was appalled. When I told him he kicked you, he cried." Attached hereto
4 as Exhibit 3 is a true and correct copy of the text message exchange between me and Deuters dated
5 May 25, 2014, in which Deuters confirmed my memory of what took place and relayed messages
6 from Johnny to me. Specifically, Exhibit 3 was generated by a forensics expert who extracted
7 these text messages from my phone in 2016 to disprove allegations that I had somehow doctored
8 or fabricated these messages.

9 **August 2014, Bahamas:**

10 9. In August of 2014, Johnny and I took a trip to the Bahamas to try to help Johnny
11 detox under the supervision of his full-time, live-in nurse, Debbie Lloyd. While we were in the
12 Bahamas, Johnny had a number of manic episodes requiring medical attention that Debbie was
13 unable to manage on her own, so we flew in Dr. David Kipper, Johnny's private doctor, to help
14 manage his increasingly severe episodes.

15 10. On August 17, 2014, while in the Bahamas, Johnny and I got into a fight during
16 which Johnny kicked and pushed me to the ground, slapped me with an open hand, and grabbed
17 me by the hair. During his attack, Johnny kicked the door so hard that it splintered. Attached
18 hereto as Exhibit 4 are true and correct copies of photographs of the broken door.

19 11. I contacted Dr. Kipper and his assistant Debbie Lloyd for help with Johnny and
20 managing his complex drug regimen. They both arrived on the night of August 17, 2014, and
21 observed my injuries. We all continued to monitor Johnny for several days thereafter. Attached
22 hereto as Exhibit 5 are true and correct copies of text messages I exchanged with Dr. David Kipper
23 and his assistant Debbie Lloyd during that time frame.

24 **December 17, 2014, Los Angeles, California:**

25 12. On December 17, 2014, after Johnny had a particularly violent episode, he
26 apologized for his behavior, calling himself a "fucking savage." Attached hereto as Exhibit 6 are
27 true and correct copies of screenshots of that text message exchange (again, Johnny is "Steve").
28

1 **January 25, 2015, Tokyo, Japan:**

2 13. On or around January 25, 2015, Johnny and I were in a hotel room in Tokyo, Japan.
3 Johnny shoved me, slapped me, and grabbed me by my hair. When I tried to stand up, Johnny
4 muscled me back to the floor. He stood over me and yelled as I cried on the floor.

5 **March 2015, Australia:**

6 14. On March 3, 2015, I arrived in Australia to meet Johnny after I had been filming a
7 movie. It was the first time I had seen Johnny in about a month, and I noticed that Johnny had lost
8 a lot of weight and was behaving erratically. At some point in the next few days, I watched
9 Johnny pull out what I later found out was a bag of MDMA (ecstasy); even though Johnny was
10 supposed to be clean at that time, Johnny told me that I had not explicitly forbidden him from
11 taking ecstasy. The argument heated up, and Johnny pushed me, slapped me, and shoved me to
12 the ground before I retreated to a locked bedroom and went to sleep, as I was jet-lagged from the
13 travel.

14 15. When I woke up the next morning, I went downstairs to find that Johnny was still
15 awake, and that he had stayed up all night, having taken about eight MDMA pills. He was also
16 drinking again. We got into a fight that Johnny made physical, and I barricaded myself in one of
17 the rooms. That didn't stop Johnny from busting through the door of the room I was in. By
18 nightfall, Johnny had hit me multiple times, shoved and pushed me to the ground, choked me, and
19 spit in my face. Johnny then handed me a liquor bottle that he was drinking from, and asked me,
20 "What are you going to do?" I threw the bottle on the floor. Johnny responded by starting to
21 throw cans and unopened glass bottles at me. I wanted Johnny to go to sleep, in hopes that he
22 would sober up. Instead, he began to fight with me about our upcoming marriage. I observed as
23 Johnny then called multiple lawyers and representatives, including Tracey Jacobs, then his agent
24 at the United Talent Agency.

25 16. That night, Johnny shoved me into a ping pong table that collapsed underneath me.
26 Johnny threw bottles through the window panels of a glass door, breaking two panes, and leaving
27 glass everywhere. Johnny then grabbed me, gripping my body and nightgown. He tore the
28 nightgown off, and at some point, I was naked and barefoot, covered in alcohol and glass. Johnny

1 grabbed me by my hair and choked me against the refrigerator in the kitchen. I tried to stand
2 myself up but I was sliding around the glass-strewn floor and countertop. Johnny threw me away
3 from him, and I tried to run away as Johnny continued to throw objects and alcohol at me. In one
4 of the most horrific and scariest moments of this three-day ordeal, Johnny grabbed me by the neck
5 and collarbone and slammed me against the countertop. I struggled to stand up as he strangled
6 me; but my arms and feet kept slipping and sliding on to the spilled alcohol and were dragged
7 against the broken glass on the countertop and floor, which repeatedly slashed my feet and arms.
8 Scared for my life, I told Johnny, "You are hurting me and cutting me." Johnny ignored me,
9 continuing to hit me with the back of one closed hand, and slamming a hard plastic phone against
10 a wall with his other until it was smashed into smithereens. While he was smashing the phone,
11 Johnny severely injured his finger, cutting off the tip of it. I did not throw a vodka bottle—or any
12 other kind of bottle—at Johnny, nor did I cause that injury to Johnny's finger. Once I was able to
13 get away, I barricaded myself in an upstairs bedroom, and tried to go to sleep.

14 17. On the third day of Johnny staying awake without sleeping, I came downstairs to
15 find numerous messages Johnny had written to me around the house, on the walls and on my
16 clothes, written in a combination of oil paint and the blood from his broken and severed finger.
17 Johnny also urinated all over the house in an attempt to write messages. I was only able to capture
18 a few pictures of these messages because I had barricaded myself in my bedroom, even though
19 they had been spread all over the house. Attached hereto as Exhibit 7 are true and correct pictures
20 of messages Johnny had smeared in his blood and paint in the bathroom adjoining the bedroom I
21 had barricaded myself in.

22 18. By the time I got the security guards to come upstairs, it had been almost 24 hours
23 now since Johnny had cut off part of his finger. His team was worried about the blood he had lost,
24 and so he was rushed to hospital. Afterwards, I flew back to Los Angeles, and Johnny returned to
25 his separate house in West Hollywood. I had a busted lip, a swollen nose, and cuts all over my
26 body, which friends, family, medical professionals, and co-workers all witnessed. To this day, I
27 still have scars on my arms and feet from this incident. Attached hereto as Exhibit 8 is a true and
28 correct copy of a picture of scars that are still on my left arm from this incident.

1 **March 2015, Los Angeles, California:**

2 19. Later in March, 2015, Johnny and I were in Los Angeles, California. Johnny's
3 hand was still in a cast following the incident in Australia. After becoming enraged, he began to
4 destroy personal property all over the house, including my belongings in my closet. My sister
5 Whitney was there, so when Johnny lunged to hit me, Whitney placed herself between us. Johnny
6 turned his attention to Whitney, who was standing on the top of a flight of stairs, and moved on
7 her. Acting in defense of my sister, as I was scared for her physical safety, I punched Johnny in
8 the face to draw his attention away from her. That was the only time I ever hit Johnny. At that
9 point, house security intervened and separated us. Attached hereto as Exhibit 9 are true and
10 correct copies of a text message exchange Whitney had with Kevin Murphy (the house manager)
11 following that incident. Attached hereto as Exhibit 10 is a true and correct copy of excerpts of the
12 transcript of my deposition dated August 13, 2016, in which I previously testified under oath about
13 that incident. Attached hereto as Exhibit 11 is a true and correct copy of a video excerpt of that
14 deposition testimony.

15 20. After he attacked me and my sister in March of 2015, Johnny seemed to get clean
16 and quit using everything other than his prescription medications. For some months, things were
17 peaceful. Then, in July of 2015, Johnny started to drink wine and smoke marijuana again.

18 **August 2015, Thailand and Malaysia:**

19 21. In August of 2015, Johnny and I traveled to Southeast Asia. While on the Eastern
20 Oriental train, Johnny picked a fight with me, and started hitting and pushing me against a wall by
21 grasping my throat and holding me there. I remember being afraid that Johnny might not know
22 when to stop, and that he might kill me.

23 **November 26, 2015, Los Angeles, California:**

24 22. On November 26, 2015, which was Thanksgiving, Johnny and I were in Los
25 Angeles, and got into another physical fight. Johnny ripped my shirt, and threw me around the
26 room. He threw a wine glass and a heavy glass decanter at me, which luckily missed. At one
27 point, Johnny pushed me, and I fell over the back of a lounge chair and hit my head against a brick
28

1 wall. I later learned that I had gotten a sizeable lump on the back of my head, and that my lip had
2 busted open.

3 **December 15, 2015, Los Angeles, California:**

4 23. On the night of December 15, 2015, I had plans to meet with my friends Raquel
5 "Rocky" Pennington and Melanie at Johnny's and my penthouse in Los Angeles. Before they
6 arrived, Johnny picked another fight with me. He threw another decanter at me, knocked items
7 around the room, and punched the wall. He slapped me hard, grabbed me by my hair, and dragged
8 me from a stairwell to the office to the living room to the kitchen to the bedroom and then to the
9 guest room. In the process, he pulled large chunks of hair and scalp out of my head.

10 24. Hoping to avoid the violence, I tried to calm Johnny down, and then went upstairs
11 to try to remove myself from the situation. Johnny followed me, hit me in the back of my head,
12 grabbed me by my hair again, got in front of me on the steps, and then dragged me by my hair up
13 the last few steps. At the top of stairs, Johnny shoved me twice, which made me fear I would fall.
14 I told Johnny that he had broken my wrist in an attempt to get him to stop.

15 25. Johnny kept hitting me, and each time he knocked me down, I chose to react by
16 simply standing up and looking him in the eye. Johnny responded by yelling, "Oh, you think
17 you're a fucking tough guy?" He reeled back and head-butted me in my face, bashing my nose,
18 which immediately began bleeding, sending searing pain through my face. I instantly started
19 tearing up, and I thought that I would have to go to the hospital. I told Johnny I wanted to leave
20 him, and that I would call the police if he ever touched me again. When I began to walk away
21 toward the guest apartment, he responded by pushing me, then grabbed me and pulled me from
22 one room to the next, gripping me by my hair.

23 26. By the time Johnny had dragged me into the upstairs office, I told Johnny that I was
24 leaving him, since I could not put up with his behavior any longer. Johnny reacted by grabbing
25 me by my throat, pushing me down to the ground, and punching me in the back of my head. He
26 grabbed me by my hair, slapping me in the face, and screaming at me something like, "I fucking
27 will kill you - I'll fucking kill you, you hear me?" There were chunks of my hair everywhere and
28 indentations in the carpet where I was dragged.

1 27. At some point, the fight continued onto a bed. Johnny got on top of me with his
2 knee on my back and the other foot on the bedframe, while repeatedly punching me in my head,
3 and he screamed—as loudly as I’ve ever heard him scream—“I fucking hate you” over and over
4 again. The bedframe splintered under the weight of the pressure of his boot. Johnny hit me with
5 his closed fists, and I remember being unable to hear myself screaming because he had pushed my
6 face into the mattress. I screamed as loudly as I could, hoping Johnny would realize he was
7 severely hurting me. For a while, I could not scream or breathe. I worried that Johnny was in a
8 blacked-out state and unaware of the damage he was doing, and that he could actually kill me. To
9 this day, I do not know how the fight ended. Attached hereto as Exhibit 12 are true and correct
10 copies of photographs of the hair he pulled out of my head and the bedframe he splintered during
11 the course of this violent episode.

12 28. The first thing I remember after the fight was Rocky coming into my room, and
13 screaming “Oh my god! Oh my god! Oh my god!” as she saw me. Together with Melanie, who
14 had also arrived, we called Erin Boeurum, a nurse, who instructed us on how to conduct a
15 concussion check over the phone. I had severe headaches and other pain for at least a week
16 afterward.

17 29. I later learned, that when Rocky and Melanie arrived, broken glass and chunks of
18 hair were strewn across the downstairs of the penthouse. True and correct copies of pictures of my
19 injuries from that occasion are attached hereto as Exhibit 13.

20 30. Johnny also had written a message on the countertop in our kitchen in gold sharpie
21 that said, “Why be a fraud? All is such bullshit.” A true and correct copy of a picture of that
22 message is attached hereto as Exhibit 14.

23 31. That night, I texted my publicist Jodi Gottlieb (who lives in Los Angeles) to let her
24 know that I had been badly injured, and that I might not be able to make an appearance on the Late
25 Show that was scheduled for the following day depending on the extent of my bruising. I told her,
26 “I had an accident tonight Jodi. I’m really bruised and might have a black eye or two tmrw – same
27 with my nose. . . . But won’t know how bad the bruising is until the morning.” I told Jodi that I
28 had had an accident because, like many who experience abuse, I was afraid of exposing this aspect

1 of my relationship with Johnny to her or the world. A true and correct copy of the text message I
2 sent Jodi is attached hereto as Exhibit 15 (my message in white, Jodi's in blue). I asked Melanie
3 and Rocky to help cover up the bruises, bleeding, and swelling so I could make it to the Late Show
4 appearance without exposing Johnny.

5 32. A day or two later, I went to Dr. Kipper's office to get a concussion check follow-
6 up examination. Lisa Beane, the nurse who saw me followed me out to the parking lot, and told
7 me that she recognized that I "was in trouble," and advised me to call her if I was attacked again.

8 33. Attached hereto as Exhibit 16 are text messages I exchanged with Rocky a few
9 days later, on December 20 and 21, 2015, in which we discussed the attack from the night of
10 December 15, 2015 (my messages are in white, hers are in blue).

11 **April 21, 2016, Los Angeles, California:**

12 34. On April 21, 2016, I was hosting my own 30th birthday party at our penthouse.
13 Johnny arrived to the party late and inebriated, and, after our guests had left, we started to fight.
14 During the course of that fight, Johnny threw a magnum-sized bottle of champagne against the
15 wall, and shattered a glass against the floor. Johnny grabbed me by the shoulders, pushed me onto
16 the bed, and blocked the bedroom door when I tried to leave. He grabbed me by my hair, and
17 violently shoved me to the floor. I later applied for a domestic violence restraining order, and
18 cited that incident as part of the reason I was afraid of Johnny. His lawyers later deposed me and
19 asked about that incident. Attached hereto as Exhibits 17, 18, and 19 are true and correct copies of
20 excerpts of the transcript of my deposition dated August 13, 2016, in which I previously testified
21 under oath about that incident. Attached hereto as Exhibits 20, 21, and 22 are true and correct
22 copies of the video excerpts of that deposition testimony.

23 35. Johnny and I did not speak for a month after my birthday. Nonetheless, during that
24 month, I found myself unable to sleep through the night because I was afraid that Johnny would
25 come home and instigate a fight. I even inquired about the possibility of having my locks changed
26 because Johnny and his team had keys to the house, and I never knew when—or in what state—he
27 would come home.

28

1 **May 21, 2016, Los Angeles, California:**

2 36. On May 21, 2016, Johnny and I met at our home in Downtown Los Angeles to
3 discuss our relationship. His behavior was erratic, and as I felt increasingly unsafe, I texted Josh
4 and Rocky—who lived next door—to have them come over. I also called our mutual friend iO
5 Tillet Wright to mollify Johnny. Johnny started to scream at iO over the phone, left to go upstairs,
6 then came back downstairs and grabbed my phone, threatening iO and calling him names. At
7 some point, iO yelled at me to “get out of the house.” When Johnny heard that, he wound up like
8 a baseball pitcher and threw the phone in my face, as hard as he could. I yelled, “You hit my
9 face,” and started to cry. I had been sitting on the couch, cross-legged, and Johnny grabbed my
10 hair and started to slap, shake and yank me around the room while I continued to scream. I was
11 questioned about this topic during my August 13, 2016 deposition. Attached hereto as Exhibits 23
12 and 24 are true and correct copies of excerpts of the transcript of my deposition dated August 13,
13 2016, in which I previously testified under oath about that incident. Attached hereto as Exhibits
14 25 and 26 are true and correct copies of the video excerpts of that deposition testimony.

15 37. Rocky had a key to our penthouse, and let herself in. When she entered, Johnny
16 noticed, turned, and let go of me, allowing me to retreat to the corner sofa. Both Johnny and
17 Rocky ran toward me at the same time. Rocky threw herself in between Johnny and me, and
18 raised her arms. Johnny ran into Rocky, and pushed her arms down. She calmly planted herself
19 and said, “Stop, Johnny.” Johnny grabbed Rocky’s arms again and threw them to her sides. I
20 collapsed onto the couch, with Johnny standing over me. Johnny repeatedly screamed at me, “Get
21 the fuck up, Amber.” I did not move, and Johnny got closer, screaming “Get the fuck up, Amber”
22 about 10 times. At some point, Rocky got between us, and placed her arms over me protectively.

23 38. The door opened and someone yelled, “Boss! Boss!” Jerry Judge and Sean Bett,
24 Johnny’s private security guards, came in. Johnny stood up and then I stood up. I ran to the
25 corner of the room and said, “Jerry, he hit me, if he hits me one more time I’m calling the police! I
26 will call the police!” At the time, I did not realize that iO had been on speakerphone since Johnny
27 had thrown my phone at my face. I later learned that, at some point, iO had hung up and called
28 911.

1 39. Johnny smashed various objects around the house with a wine bottle as he left.
2 Josh—Rocky’s fiancé—entered and told Rocky and me to stay in PH 1 (the neighboring
3 Penthouse Josh and Rocky lived in). Josh met Johnny in the hallway, where they squared off.
4 Johnny did not touch Josh. Instead, Johnny smashed more items in the hallway, spilled wine
5 everywhere, and kicked a hole in a solid door. Johnny then demanded to be let into PH 5, my
6 apartment where all of my belongings were at the time. Either Jerry or Sean opened the door,
7 despite my repeated requests not to let Johnny in due to his longstanding history of destroying my
8 possessions when he would get angry. After entering, Johnny destroyed everything he could and
9 chased Liz Marz out of the penthouse carrying a wine bottle. He also destroyed all of Rocky’s
10 beads (which she used in her work) that were supposed to be used in her show the next day.
11 Johnny’s security guards stood by the entire time. Attached hereto as Exhibit 27 is a true and
12 correct copy of an excerpt of the transcript of my deposition dated August 13, 2016, in which I
13 previously testified under oath about Sean and Jerry’s inaction. Attached hereto as Exhibit 28 is a
14 true and correct copy of the video excerpt of that deposition testimony. Attached hereto as Exhibit
15 29 are true and correct copies of photographs of the aftermath of Johnny’s destruction that night.

16 40. At some point during Johnny’s destruction, while I was hiding in PH 1, I called my
17 attorney, Samantha Spector, with whom I had been consulting about my situation with Johnny, to
18 ask for her advice. I was afraid to give the police a statement that would create an international
19 media incident for either Johnny or me, and my instinct was still to protect Johnny and our
20 privacy. When the police officers arrived, I told them “I decline to give any statement at this time
21 as per the advice of my counsel.” The officers repeatedly requested that I cooperate by providing
22 a statement so that they could take action, but I declined. They did, however, conduct a search of
23 the apartments, which they insisted was necessary in order to ensure my safety. Attached hereto
24 as Exhibit 30 is a true and correct copy of an excerpt of the transcript of my deposition dated
25 August 13, 2016, in which I previously testified under oath about that interaction. Attached hereto
26 as Exhibits 31 is a true and correct copy of the video excerpt of that deposition testimony.

27 41. During this time, I also texted Melanie. Attached hereto as Exhibit 32 is a true and
28 correct copy of the text exchange between us that night (my messages in white, hers in blue).

1 42. Attached hereto as Exhibit 33 are true and correct copies of photographs of the
2 injuries I sustained on May 21, 2016, which were taken between May 21 and May 28, 2016.

3 **May 27, 2016, Los Angeles, California:**

4 43. After the May 21, 2016 attack, I resolved to leave Johnny for good. I filed a
5 request for a domestic violence restraining order in Los Angeles Superior Court. Attached hereto
6 as Exhibit 34 are true and correct copies of the Application for Domestic Violence Restraining
7 Order, the Declaration of Amber Laura Depp, the Declaration of Raquel Rose Pennington and the
8 exhibits thereto, and the Declaration of Samantha F. Spector, Esq. Re Ex Parte Notice and In
9 Support Of Petitioner Amber Laura Depp's DVRO Request, all of which were filed on May 27,
10 2016.

11 44. On May 27, 2016, I appeared in Court for a hearing on my request for a domestic
12 violence restraining order. At that time, I was still bruised following Johnny's violent attack six
13 days prior. The Court granted the domestic violence restraining order against Johnny. Attached
14 hereto as Exhibit 35 is a true and correct copy of the Court's Notice of Hearing and Temporary
15 Restraining Order filed on May 27, 2016.

16 **June 2016, Los Angeles, California:**

17 45. In June of 2016, the media began reporting that there were individuals who claimed
18 to have witnessed me between May 21, 2016 and May 26, 2016, and claimed that I did not appear
19 to have been injured. Others claimed that my injuries were faked based on photographs I had
20 taken, in which my bruises had been deliberately covered using my hair. Of course, as I already
21 mentioned, other photographs that were taken of me during that time period show my injuries.
22 Likewise, multiple people I saw at personal and private events noticed my injuries and inquired
23 whether they could help, but also told me they could not comment publicly because they had
24 reason to fear that they would lose their job or livelihood if they cooperated with me.

25 46. As part of Johnny's defense in my divorce lawsuit, his lawyers claimed that I was
26 arrested for a domestic physical altercation with my former wife, Tasya van Ree. That account
27 was deliberately misleading, since the police released me with no charges ever being brought. Ms.
28 van Ree has publicly contradicted the media reports generated by Johnny's team, and said, "In

1 2009, Amber was wrongfully accused for an incident that was misinterpreted and over-
2 sensationalized by two individuals in a power position. I recount hints of misogynistic attitudes
3 toward us which later appeared to be homophobic when they found out we were domestic partners
4 and not just 'friends.' Charges were quickly dropped and she was released moments later. It's
5 disheartening that Amber's integrity and story are being questioned yet again. Amber is a brilliant,
6 honest and beautiful woman and I have the utmost respect for her. We shared 5 wonderful years
7 together and remain close to this day." A true and correct copy of a June 8, 2016 article that
8 appeared on E! Online recounting Ms. van Ree's statement is attached hereto as Exhibit 36.

9 47. On June 6, 2016, iO Tillet Wright—who was on the phone with Johnny and me
10 during the May 21, 2016 fight and called 911—reacted to one of these media accounts on Twitter.
11 iO's Twitter handle is "iOlovesyou." Attached hereto as Exhibit 37 are true and correct copies of
12 the five tweets iO posted on June 6, 2016.

13 48. On June 13, 2016, iO filed a declaration with an accompanying exhibit. Attached
14 hereto as Exhibit 38 is a true and correct copy of the Declaration of iO Tillet Wright and the
15 exhibit thereto.

16 **January 13, 2017, Los Angeles, California:**

17 49. After I obtained the restraining order against Johnny, we proceeded to dissolve our
18 marriage. A true and correct copy of the Stipulated Judgment of Dissolution of Marriage, entered
19 on January 13, 2017, is attached hereto as Exhibit 39.

20 **December 2018, Los Angeles, California:**

21 50. Following my highly-publicized separation from Johnny, I read accounts in the
22 media referring to me as a victim of domestic violence. In response, many people called me a liar
23 (without ever hearing my story). I was dropped from a global fashion brand's upcoming
24 campaign. I lost a part for a movie in which I had already been cast. People I have never met or
25 spoken to threatened me with violence. I received so many death threats I had to change my
26 phone number on a near-weekly basis.

1 51. People accused me of having abused Johnny. That simply is not true. I never
2 attacked Johnny other than in self-defense (and in defense of my little sister). I have never
3 physically abused anyone. I know what that does to people.

4 52. Instead, I have attempted to promote good in the world and to advocate an end to
5 domestic violence. I have sought to use my public persona to speak out on an issue that was
6 extremely meaningful to me and millions of other women and men every year. I have spoken out
7 about violence in public, but I have always avoided specifically referencing Johnny, or recounting
8 his violence against me, not only because I wanted to move past that phase of my life but also
9 because I was constrained by the terms of a strict confidentiality agreement that Johnny had
10 insisted upon as part of our divorce settlement.

11 53. In early December 2018, while working with the American Civil Liberties Union as
12 the ACLU Ambassador for Women's Rights, I learned of an opportunity to write an Op-Ed about
13 women's rights issues. I agreed to do so.

14 54. I wrote the Op-Ed in Los Angeles, California, and submitted it to the Washington
15 Post through my contact at the ACLU, who was based in New York. The Op-Ed was published
16 on December 18, 2018.

17 55. I do not believe I ever even spoke to an editor for the Washington Post, nor did I
18 ever travel to Washington, D.C. or Virginia in connection with the Op-Ed. I never knowingly
19 contacted any employee of the Washington Post who worked from the Washington Post's Virginia
20 office. Nor did I discuss with any Washington Post employee whether or not the Op-Ed would be
21 published in any particular metro edition of the newspaper.

22 56. To the best of my knowledge, I have never traveled to Virginia in my life.

23 Executed this 10 day of April 2019, at Los Angeles, California.

24 I declare under penalty of perjury under the laws of the State of Virginia that the foregoing
25 is true and correct.



26
27
28
Amber Laura Heard

EXHIBIT 1



On my way...

Mar 12, 2013, 2:37 PM

Just thought you should know that there exists a book titled, "Disco Bloodbath". That's all...

We need that book!

Is it about last Friday night, by any chance?

Delivered

How can you make me smile about such a hideous moment??? Yes, it is... Funny bitch. I fucking love you, you cunt!!!

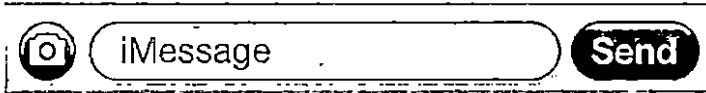


EXHIBIT 2

No Service

3:22 PM



< Messages (101) Steve

Details

May 25, 2014, 10:42 AM

Once again, I find myself in a place of shame and regret. Of course, I am sorry. I really don't know why, or what happened. But I will never do it again. I want to get better for you. And for me. I must. My illness somehow crept up and grabbed me. I can't do it again. I can't live like that again. And I know you can't either. I must get better. And I will. For us both. Starting today. I love you. Again, I am so sorry. So sorry...
I love you and feel so bad for letting you down...
Yours

May 25, 2014, 12:50 PM

I see that understanding and forgiveness ain't on the menu...
I'm disappointed to see that, but, not too surprised, I suppose...



Text Message

Send

No Service

3:37 PM



< Messages (101) Steve

Details

No, I don't. But it's alright and could work with minimum stress to my life, yes, it could!!
And yes- I know you don't get it, but I need the money. Just cuz it's not a "money job" doesn't mean I don't need the money it will pay!!!!!!

Don't worry baby. I won't do a anything that makes you feel pain or discomfort. You tell me when you want - and I'll do it. But ultimately we'll have to talk about it sometime. Ok!

I'm in a tough situation right now - and need the work. Period. I know you forget how that feels but please try to understand. I feel you're trying to embarrass me.

I love you . Don't know what else to say...

We need to talk in person about all this stuff and it will work out , I know



Text Message

Send

No Service

3:38 PM



< Messages (101)

Steve

Details

Because you want it!!!

You've led them on!!!

U didn't let go of it very easily!!!

You said that last time. (In a more respectful way) and I didn't do it! Because I wanted to talk to you more about it. Involve you and your opinion in it more. But we haven't had time to talk in person (obviously) so none of that could be accomplished

What I don't want to loose is a paycheck I need. That my parents need. That's it. I work. This is my job. And most the time I wish I was better than this. But at the moment- I'm not. This was my job when you met me. And unfortunately, I need to work because I'm really in a tight spot. But I held off saying a



Text Message

Send

No Service

3:38 PM



< Messages (101) Steve

Details

work because I'm really in a tight spot. But I held off saying a decision - in either direction - because of you. And your feelings and our conversations (which we have yet to be able to really have) about it. Wouldn't you want just that from me? Would you do that exact thing for me?

Were you hoping for my opinion on the James Franco piece??? I'd rather you didn't stoop to that level, but... you've already told me How much you like the material and that it's not a money gig... So... It's "art"... I'm not gonna tackle that greased up piggy... No m'am... You have to do that film!!! You really want it, obviously...

I'm going to sleep. Goodnight...

Hope tomorrow holds better...

Wow... You're a funny one...



Text Message

Send

EXHIBIT 3

From	Body	Date/Timestamp
Stephen Dueters	He's up. In the bathroom. Moving slowly. Will let you know when en route and how he is in the car.	5/25/2014 4:13:19 AM(UTC+0)
Stephen Dueters	He's in some pain, as you might guess	5/25/2014 4:13:50 AM(UTC+0)
Stephen Dueters	He's been sick. We're gonna get him straight to bed	5/25/2014 4:22:24 AM(UTC+0)
Stephen Dueters	We're on our way to 80.	5/25/2014 4:22:24 AM(UTC+0)
Stephen Dueters	Hey. He's sound asleep. We're here looking out for him.	5/25/2014 7:38:40 AM(UTC+0)
Amber H	Thanks. Please let me know when you speak to him. Or if there's any major change - or if anything goes wrong	5/25/2014 12:16:43 PM(UTC+0)
Stephen Dueters	Hey. He's up. He's much better. Clearer. He doesn't remember much, but we took him thru all that happened. He's sorry. Very sorry. And just wants to get better. Which allows us to make him follow up on that promise.	5/25/2014 3:45:04 PM(UTC+0)
Stephen Dueters	He's teary. He doesn't want to be a fuck-up anymore - his words. He's got bad indigestion this morning but otherwise alright. He's gone back to sleep for a bit.	5/25/2014 4:06:24 PM(UTC+0)
	Spoken to C. We're going to set him up with Dr Kipper on weds hopefully. He won't be skipping it this time.	
Amber H	If he was, he'd tell me himself I reckon	5/25/2014 4:42:03 PM(UTC+0)
	Will that dr be in Boston?	
	Have you told him about charlie??	
Stephen Dueters	That Doc will fly to Boston. He's a much bigger deal than Charlie. I'm not worried about bringing Charlie up - I'll do that later when he's awake again	5/25/2014 4:44:48 PM(UTC+0)
Amber H	Ok. I've not heard from him. Which I expected. I still want to fly back to NYC today on the red eye though. I can't keep doing this.	5/25/2014 5:23:58 PM(UTC+0)
Stephen Dueters	His phone is fucking up. I'm restarting it. You will hear from him, I'm sure. There feels like a sea change in him this morning. He just spoke about how bad he feels and he wasn't talking physically	5/25/2014 5:25:20 PM(UTC+0)
Stephen Dueters	Think he's just texted you. He's incredibly apologetic and knows that he has done wrong. He wants to get better now. He's been very explicit about that this morning.	5/25/2014 5:59:28 PM(UTC+0)
Stephen Dueters	Feel like we're at a critical juncture.	5/25/2014 6:00:25 PM(UTC+0)
Amber H	Yes but I don't know how to be around him after what he did to me yesterday.	5/25/2014 6:13:56 PM(UTC+0)
Amber H	I don't know if I can stay with him. I need time	5/25/2014 6:14:19 PM(UTC+0)
Stephen Dueters	He wants to see you so much. He's distraught.	5/25/2014 8:30:56 PM(UTC+0)
Amber H	Don't worry about the flights. I'll be taking care of them myself. Thank you.	5/25/2014 8:33:14 PM(UTC+0)

Amber H Look, He thinks 'he doesn't deserve this'. Obviously he has no idea what he did or to the extent that he did it. If someone was truly honest with him about how bad it really was, he'd be appalled. The man Johnny is would be humiliated. And definitely wouldn't say to me that he doesn't deserve it. I'm sad that he doesn't have a better way to really know the severity of his actions yesterday. Unfortunately for me, I remember in full detail everything that happened. 5/25/2014 8:47:17 PM(UTC+0)

Stephen Dueters It was disgusting. And he knows it. 5/25/2014 8:48:00 PM(UTC+0)

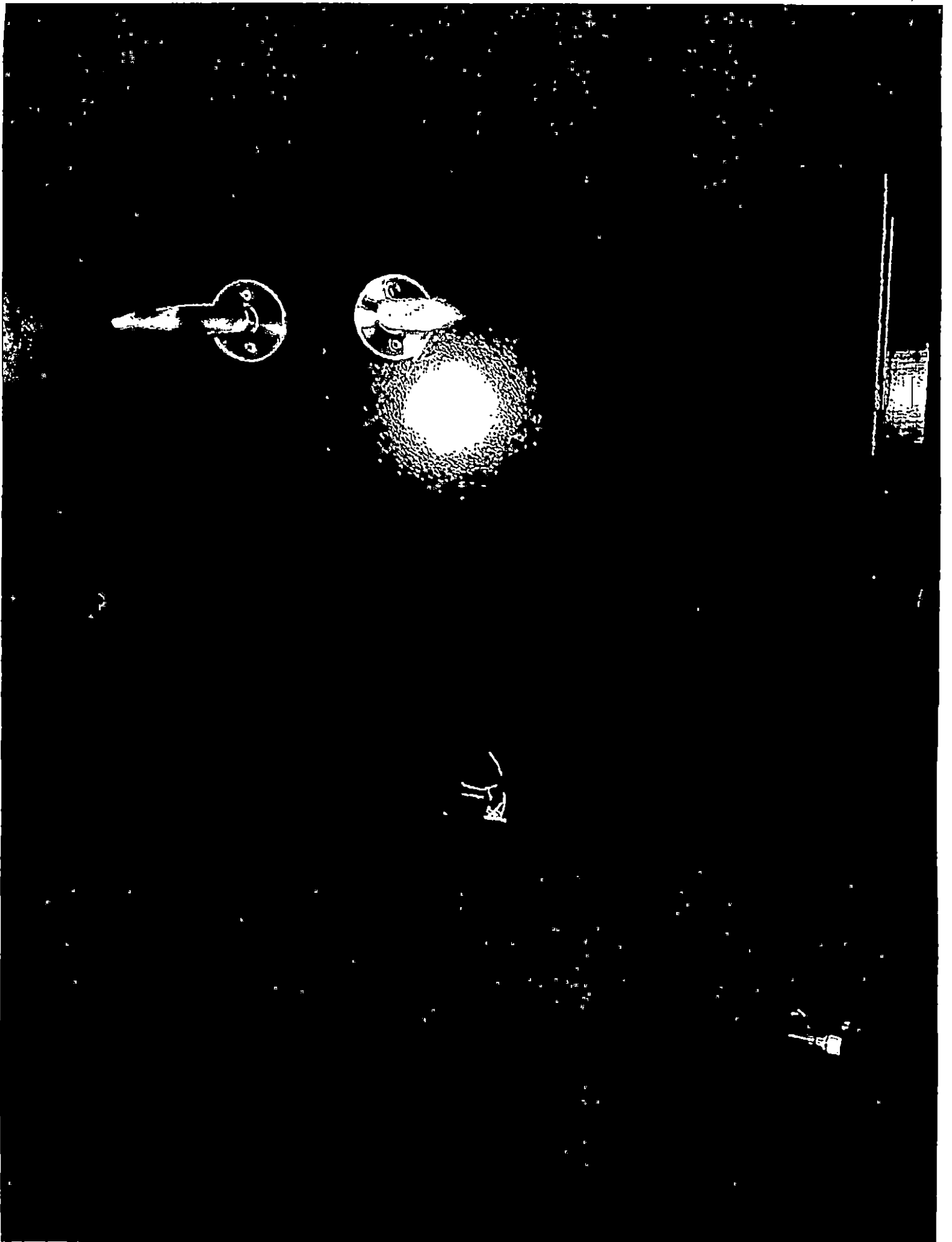
Stephen Dueters He was appalled. When I told him he kicked you, he cried. 5/25/2014 8:48:00 PM(UTC+0)

Stephen Dueters I wasn't with him when he sent u the 2nd txt. He read it to me and I said it was the wrong text to send. He then sent the 3rd one and sat and cried again after on the bed. He's a little lost boy. And needs all the help he can get. He is so very sorry, as he should be. 5/25/2014 8:50:08 PM(UTC+0)

Amber H He's done this many times before. Tokyo, the island, London (remember that!?), and I always stay. Always believe he's going to get better... And then every 3 or so month, I'm in the exact same position . 5/25/2014 9:19:58 PM(UTC+0)

Stephen Dueters I know. It's hideous. But that is one side of the man that you fell in love with. And one side of the man that fell in love with you. I know you're hurting. And you've every right too. And he knows that. 5/25/2014 10:15:28 PM(UTC+0)

EXHIBIT 4



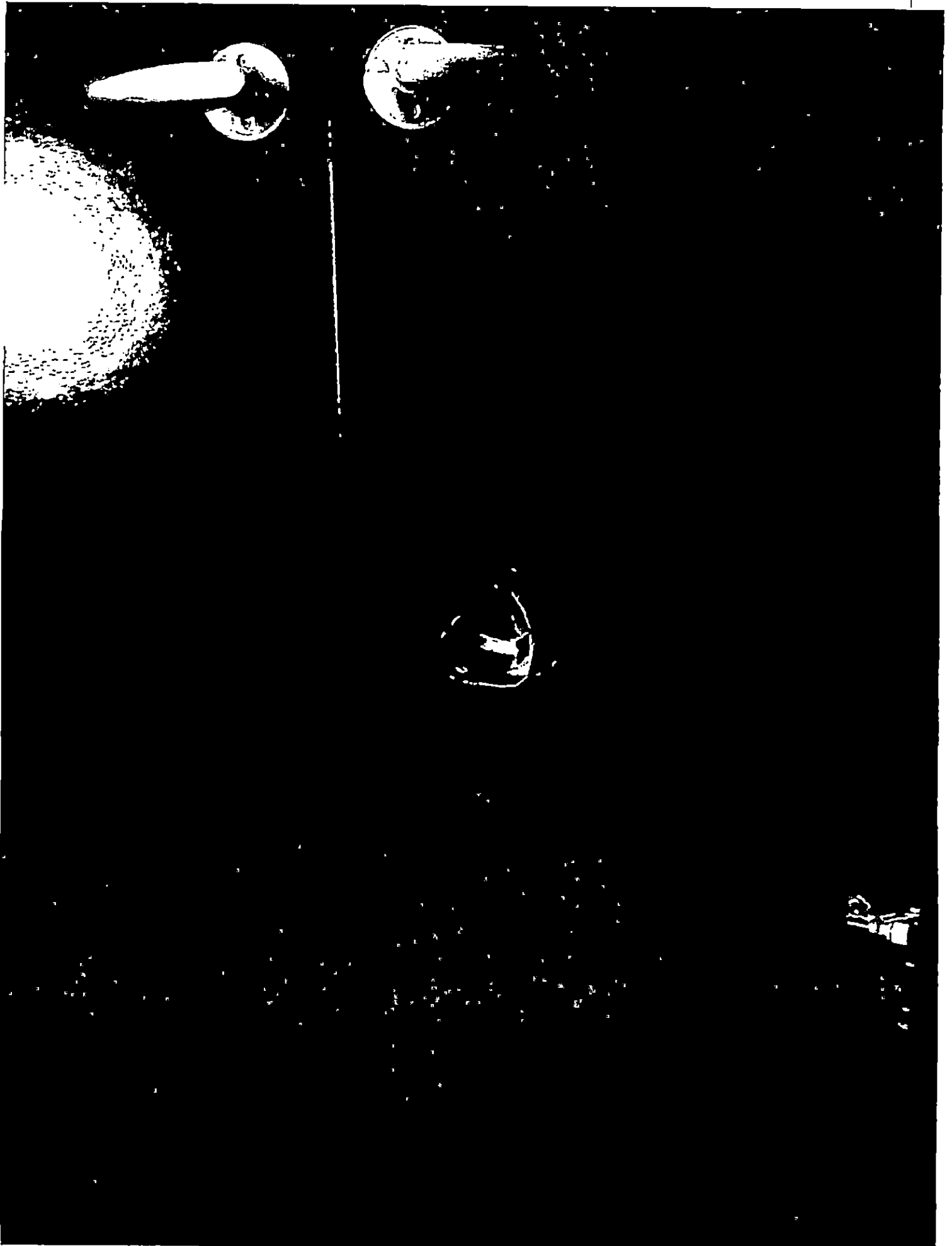


EXHIBIT 5

No Service

5:59 PM



< Messages (96) Group MMS

Details

To: Debbie, Dr. David

Aug 17, 2014, 9:05 PM

Issue has arisen again. He took the meds about 30 mins ago (which seems to be the trend) as I reckon they haven't kicked in yet - all the sudden he's flipping again. Just starting screaming - he was so mad he pushed me and I asked him to get out

Don't know what else to do. Sorry to keep at you guys

Debbie Lloyd



Would u like us to come over?

Yes

Debbie Lloyd



Ok. Heading over. At house or cafe?

He's probably at cabrones



Text Message

Send

No Service

5:57 PM



< Messages (96) Debbie

Details

Aug 18, 2014, 6:45 AM

Just seeing your text

Sorry- he tossed and turned all night

Woke up at least once but then fell back

He woke up about 30 ago

No worries. It was before kipper went in and talked to you. Is he awake now? How are things?

Bad

He's awake

He's not gppd

Super angry

Bad mood

Are you guys talking? Has he taken morning meds?




Text Message

Send

No Service 

5:57 PM



 Messages (96) Debbie

Details

Are you guys talking? Has he taken morning meds?

Yes - but it's rough. He always works himself into rage without any provocation. Making me not feel like I can even converse with him.

His blood pressure was good - like 127 over 88 or something

He just took am meds

I know it is rough right now. He is angry with everyone but mostly himself and he doesn't know how to handle those emotions without his drugs. Stay as calm as you can. We will get through the day and get him home.

Ok

Aug 18, 2014, 10:04 AM



Text Message

Send

EXHIBIT 6



Steve

Dec 17, 2014, 5:04 PM

Slim...
 I love you so...
 I am truly sorry to have upset you to the degree that I have... And I couldn't be more sorry for, yet again, ruining your day...
 I do, of course, take your generosity, your selflessness, your affection and your sweet dotting deeply into my heart... And, I think, that I've been reciprocal...
 Agony is never the answer to any equation, or occasion...
 Nor is rage.
 We are, I believe, in concert about this...
 Please, know that my apology is sincere and solid...
 And, as stupid as it sounds...?? I hope your meeting with Clive Barker is excellent!!!
 I love you so very fuckin' much...!!!
 My all..
 Steve

Dec 17, 2014, 5:16 PM

Thank you for your words....

I just left betty sue's. Just going a couple blocks away for a quick dinner or drink with Megan. I hope we can see each other when I get home....
 I don't want this agony.... Nor can I bear putting it on you.

Dec 17, 2014, 10:06 PM

On the way home.

It's away...
 I've let it go...
 Went too far...
 We/I tend to do that...
 I always regret it when I jump, or worse... When you jump!!!
 I don't want to be conditioned to continue that behavior... Therefore, I'll put in heavy work with Shrank...





Steve

It's away...
 I've let it go...
 Went too far...
 We/I tend to do that...
 I always regret it when I jump, or worse... When you jump!!!
 I don't want to be conditioned to continue that behavior... Therefore, I'll put in heavy work with Shrank...
 I'm sorry for being less...
 For your disappointment in me...
 For my behavior.
 I'm a fucking savage ...
 Gotta lose that...
 Gonna lose that!!!
 The Devil is All Around, right...??
 I wish I were able to bring even just a glimmer of a smile to the pretty face of my most gorgeous of dreams and darkest nightmares...
 I love you far too much for you and I to be these heinous slinging insults like we do/did..
 It is not anything that I am particularly proud of to have participated in... And, I regret giving it life...
 Because...
 Motherfucker...
 How when we fight, little girl... ?????
 How do we end up on the very edge of the precipice..??
 And, why??
 Wish I knew.
 Goddamn...
 And... Know that YOU ARE RIGHT...!!!
 I am, WELL AWARE that I SHOULD have been bigger than the moment... And, that it WILL NEVER again manifest in negative experiences...
 It can be done!!!
 What a killer concept to visualize...
 Wish you were in this Lunatic's proximity... Be careful out there...
 I adore you!!!

Dec 18, 2014, 2:33 PM

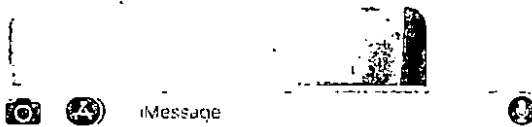


EXHIBIT 7

SS

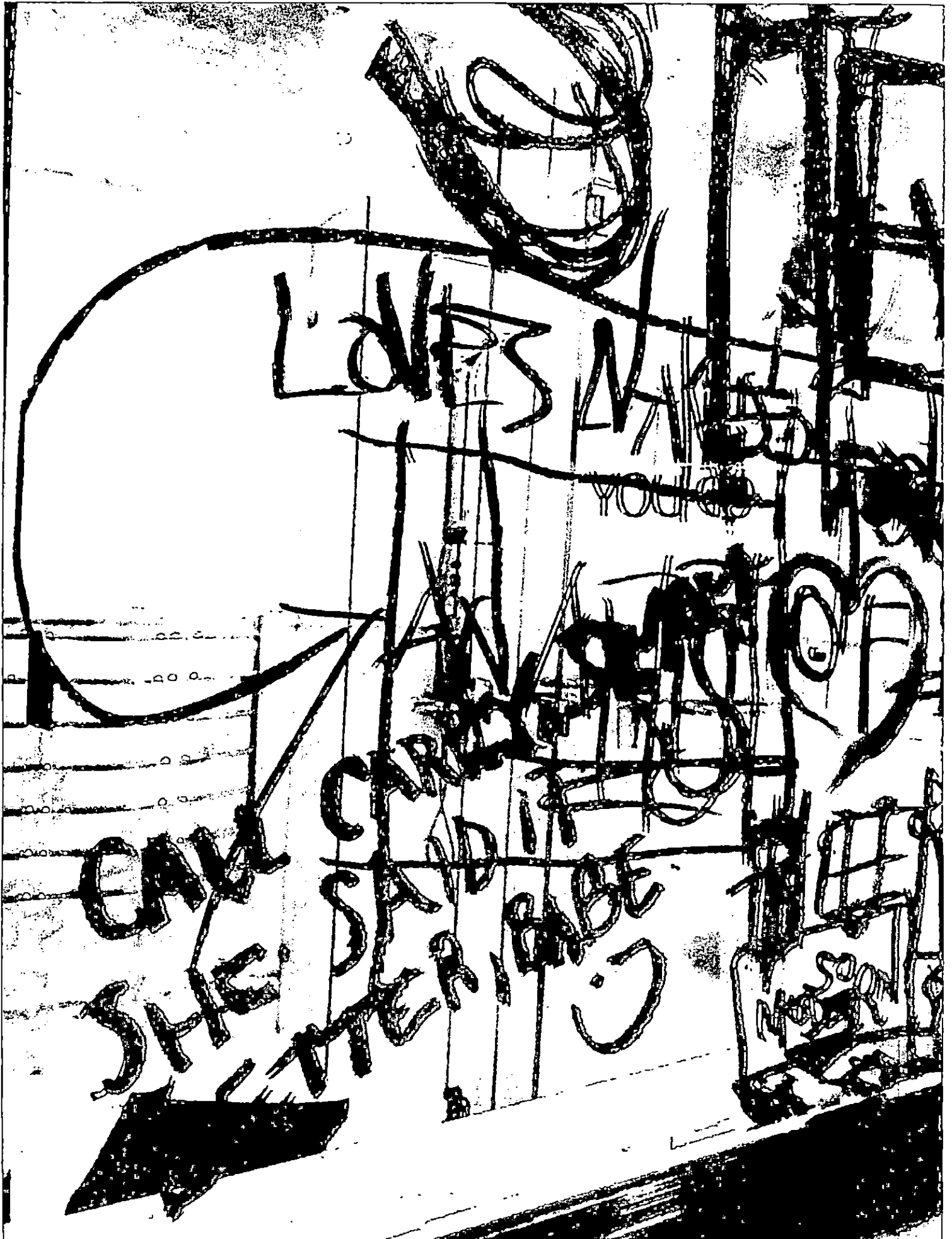
LIES NASTY

YOU GO

TOO

CALL CARLY
SHE SAID
BETTER BASE

THEY SEE
NO SOON SO



L'ES AN BO
YOU

ONAL
SHE
CARD
SAD
TEA
RAGE
C

SON





Heard - MTD Exp

EXHIBIT 8

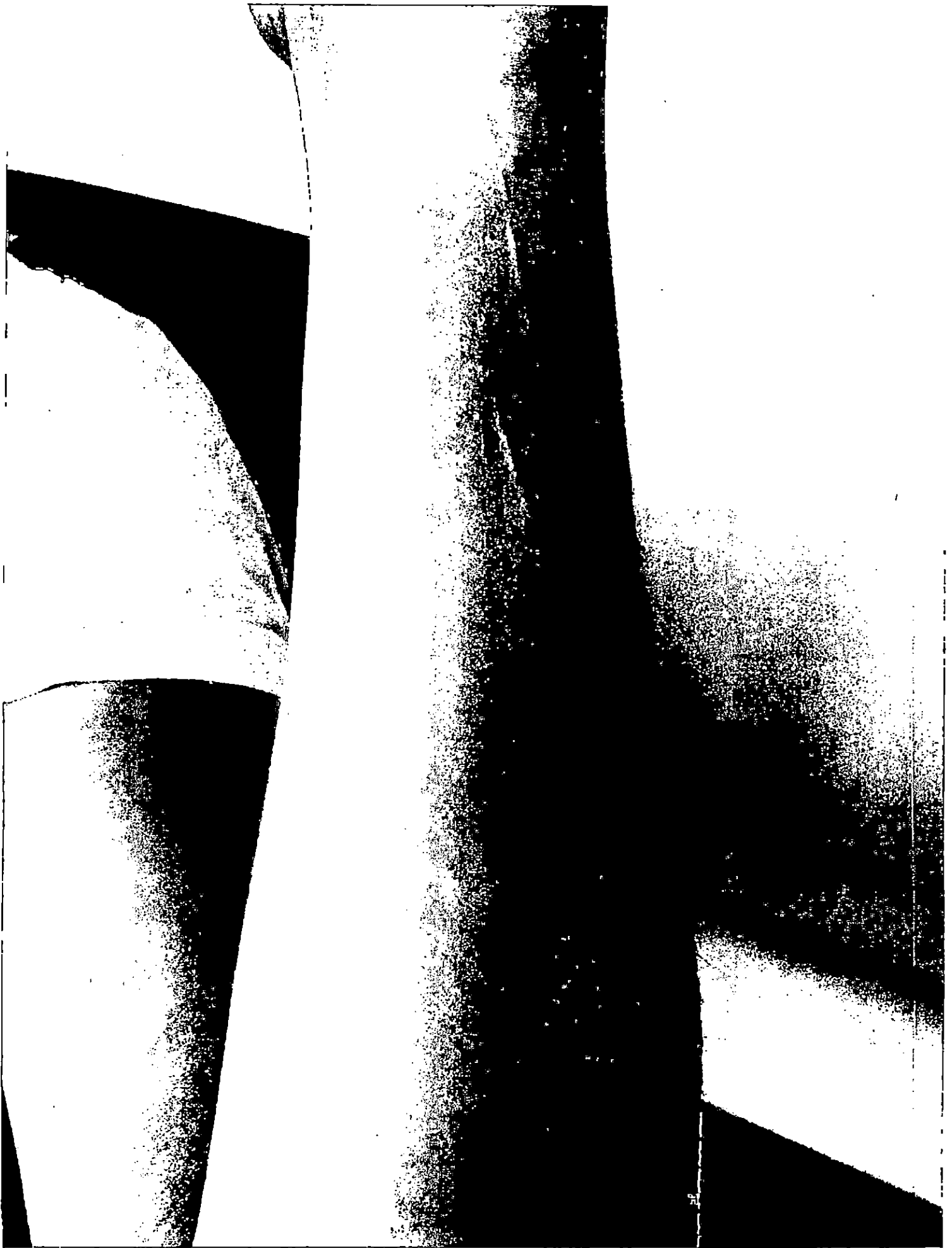


EXHIBIT 9

AT&T

18:42



Messages (10)

Kevin

Details

Mar 23, 2015, 06:57

Good morning, sir... So... um...
Johnny destroyed Amber's closet.
And there's some other damage to
PH5.

You're the lucky person I should talk
to about that - correct?

I suppose so... I'm up

Insanity. Just, fucking insanity.

Mar 23, 2015, 08:35



Message



••••• AT&T

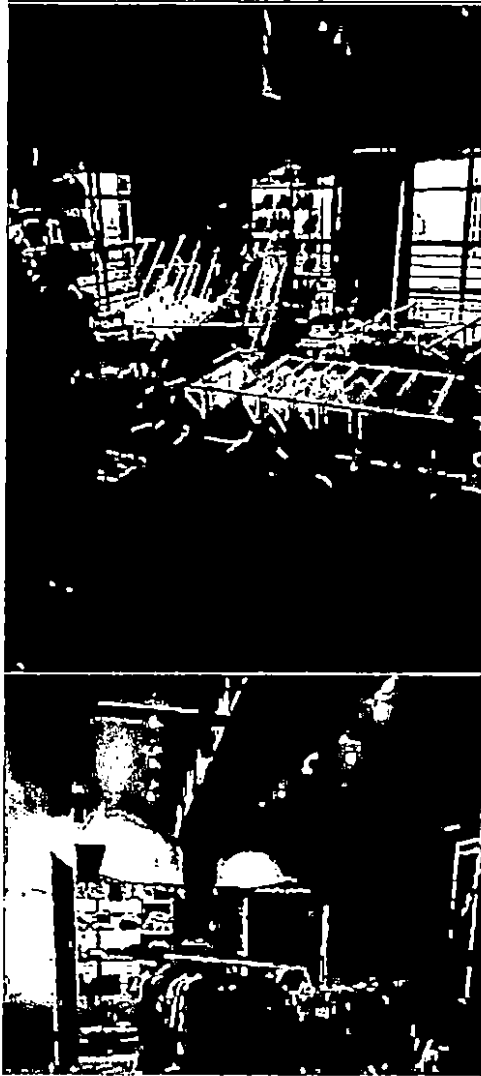
18:42



< Messages (10)

Kevin

Details



Message



●●●●● AT&T

18:42



< Messages (10)

Kevin

Details

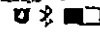


Message



••••• AT&T

18:42



< Messages (10)

Kevin

Details



Message



●●●● AT&T

18:43



< Messages (10)

Kevin

Details



Jjjjjjjj just to give you an idea

Be down later. I'll call you.



Message



EXHIBIT 10

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

In re the Marriage of

Petitioner: AMBER LAURA DEPP

and

No. BD641052

Respondent: JOHN CHRISTOPHER DEPP
II (AKA JOHNNY DEPP)

VIDEOTAPED DEPOSITION OF AMBER LAURA DEPP

VOLUME II

August 13, 2016

.10:00 a.m. - 7:04 p.m.

2049 Century Park East, Suite 800

Los Angeles, California

Reported by:

PAMELA J. FELTEN

CSR No. 5189

1 THE WITNESS: -- them actually.

2 MR. HARDER: I can't hear them. I hear them.

3 MS. GARVIS WRIGHT: I can't hear them.

4 MR. HARDER: So please answer the question.

5 BY MS. BERK:

6 Q Yes or no --

7 MR. HARDER: No.

8 BY MS. BERK:

9 Q -- did you ever punch Johnny Depp with a closed
10 fist in the history of your relationship with Johnny?

11 MR. HARDER: Answer it however you feel you
12 wish to.

13 THE WITNESS: One time, um, Johnny was hitting
14 me and he was hitting me hard and repeatedly and I was
15 screaming. Security walks in and they don't do anything
16 about it. And there -- he -- he -- he -- he -- he makes
17 this motion when Jerry Judge yells "Boss." Or Sean. I
18 can't remember who it was. And -- and my -- all we had
19 was a little bit of separation. And my sister runs down
20 the stairs. It's a -- we're on a landing in between two
21 flights of stairs.

22 MS. BERK: Ms. Heard, I must interrupt you --

23 MR. HARDER: You can't.

24 MS. BERK: -- because --

25 MR. HARDER: You can't --

1 MS. BERK: -- I've asked you a yes or a --

2 MR. HARDER: Then withdraw --

3 MS. BERK: -- no question.

4 MR. HARDER: Withdraw your question, then,
5 because she was answering.

6 BY MS. BERK:

7 Q Ms. Heard, prior to today's date, at any time,
8 has Johnny -- have you ever hit Johnny Depp?

9 MR. KOENIG: Objection. 352.

10 MR. HARDER: You've already asked and she's
11 already answered and you interrupted her.

12 BY MS. BERK:

13 Q Ms. Heard, have you ever hit Johnny Depp prior
14 to today?

15 MS. SPECTOR: 352.

16 MR. KOENIG: Objection. Vague as to time.

17 MS. KLEIN: Let her answer.

18 MR. HARDER: Everyone on this side of the room,
19 please.

20 MR. KOENIG: Objection. 352. It's not
21 relevant to the domestic violence proceeding.

22 MR. O'DONNELL: Overruled. You may answer.

23 MS. BERK: Thank you, Your Honor.

24 MR. HARDER: Answer it however you want to
25 including the way you were just giving --

1 MS. BERK: I'm asking for a yes or no answer.

2 THE WITNESS: He --

3 MR. HARDER: You don't have to answer it the
4 way she wants you to answer it.

5 THE WITNESS: He was about to push my sister
6 down the stairs. She was attempting to break us up. I'm
7 protective over my baby sister. When he laid hands on
8 her, I don't know what I did, but I know I jumped in
9 between the actions that I saw could lead to a fatal
10 injury to my sister. She was standing at the top of a
11 flight of stairs, and she has never hurt anyone in her
12 life and she does not deserve to be pushed down a flight
13 of stairs, and it looked like she was about to be. And I
14 would have done what anybody who has a child or a sister
15 would have done. I acted defensively in her life. I saw
16 her standing on top of a flight of stairs and trying to
17 interrupt a fight between him and I. I don't know what
18 part of my body I put in between me and him and her, but
19 I would have done anything, I would have done anything to
20 prevent her from being pushed down a flight of stairs.

21 BY MS. BERK:

22 Q Isn't it true, Ms. Heard, that prior to today
23 you've committed domestic violence against your sister,
24 Whitney Heard?

25 MR. HARDER: I'm going to object.

1 STATE OF CALIFORNIA)
) ss
2 COUNTY OF LOS ANGELES)

3

4 I, PAMELA J. FELTEN, a Certified Shorthand
5 Reporter, do hereby certify:

6 That prior to being examined, the witness in
7 the foregoing proceedings was by me duly sworn to
8 testify to the truth, the whole truth, and nothing
9 but the truth;

10 That said proceedings were taken before me at
11 the time and place therein set forth and were taken
12 down by me in shorthand and thereafter transcribed
13 into typewriting under my direction and supervision;

14 I further certify that I am neither counsel
15 for, nor related to, any party to said proceedings,
16 nor in anywise interested in the outcome thereof.

17 In witness whereof, I have hereunto subscribed
18 my name.

19

20 Dated: August 14, 2016

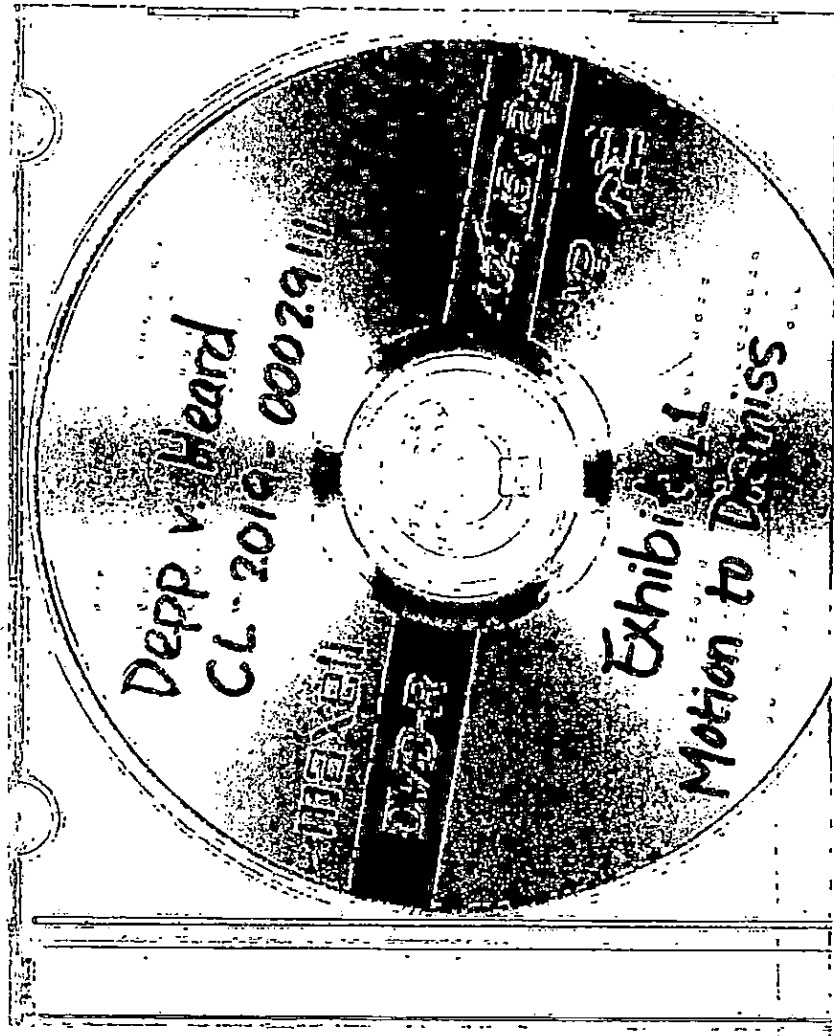
21

22

23

PAMELA J. FELTEN
24 CSR No. 5189

25



Depp v. Heard

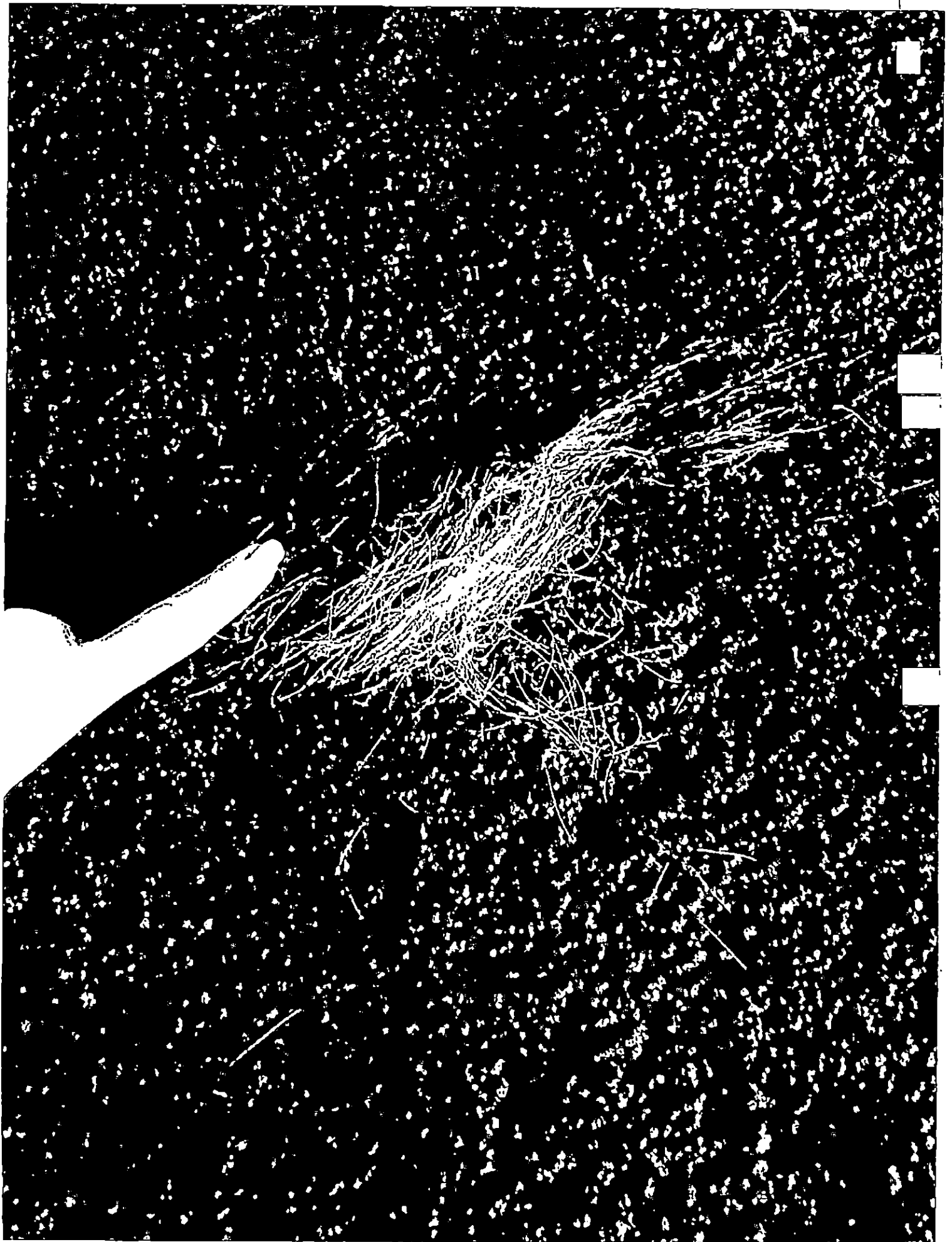
CL 2019-0002911

Exhibit 1
Motion to Dismiss

DVD

DVD VIDEO

EXHIBIT 12



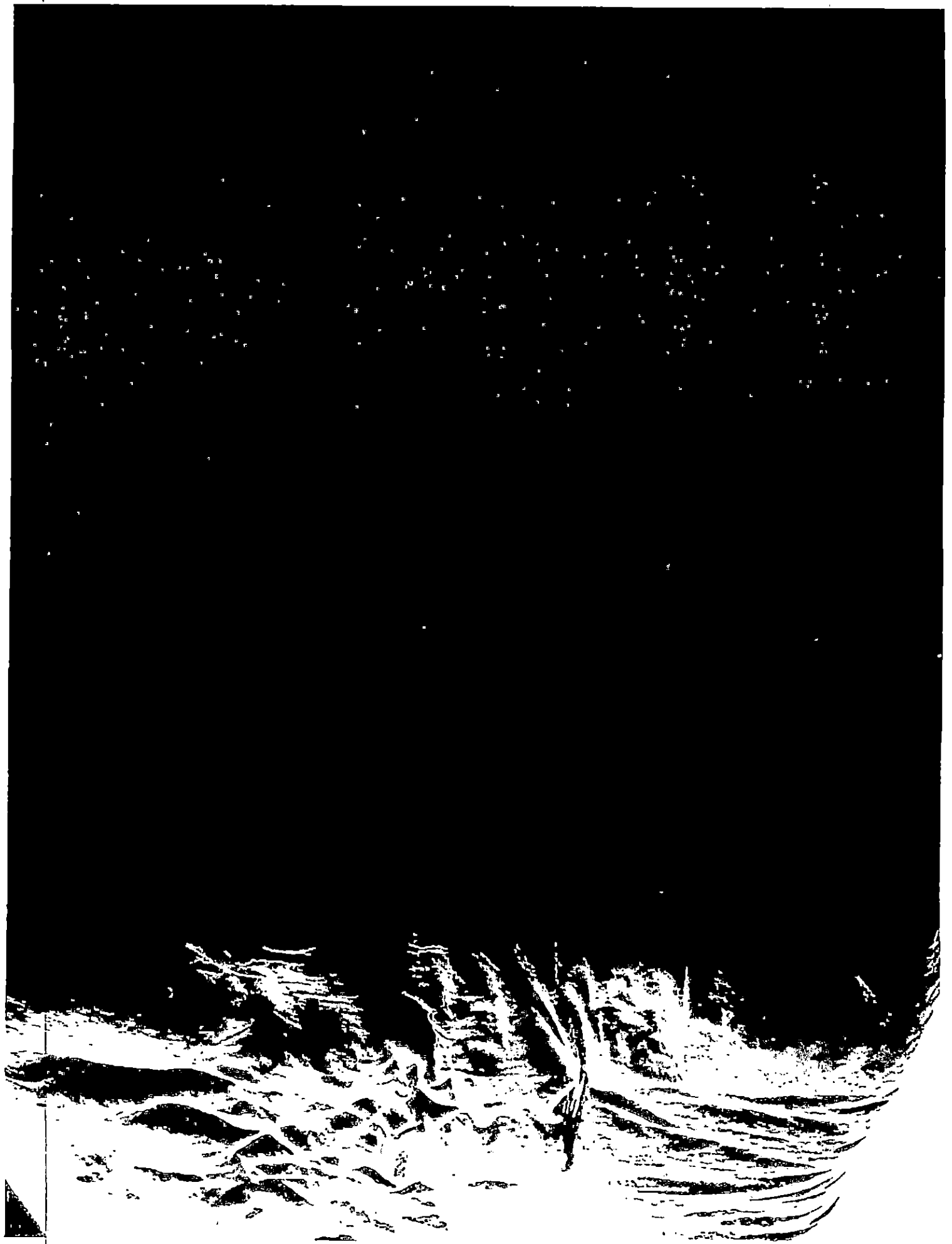
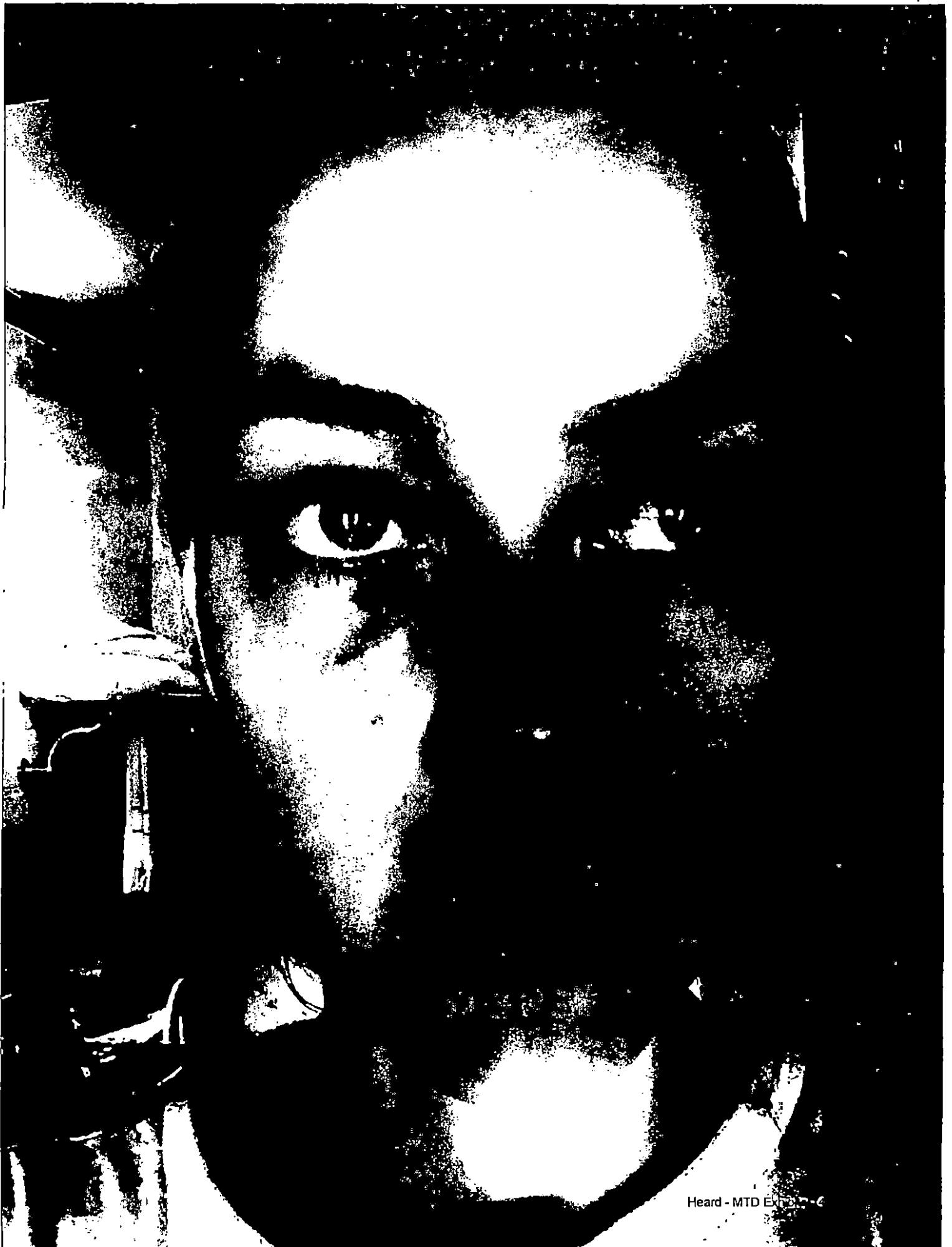


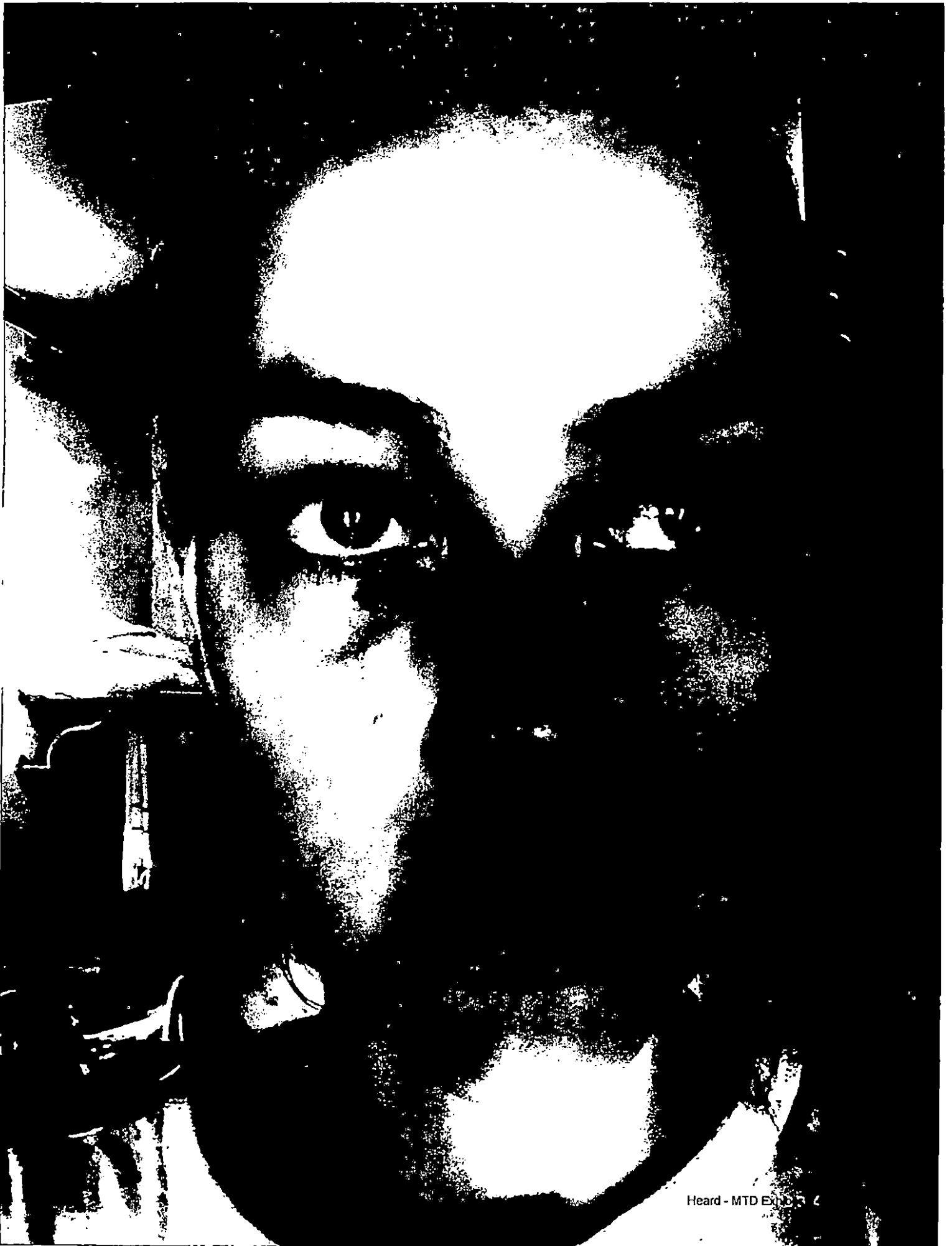
EXHIBIT 13



Heard - MTD Ex 3 - 6







Heard - MTD Ex 3 2





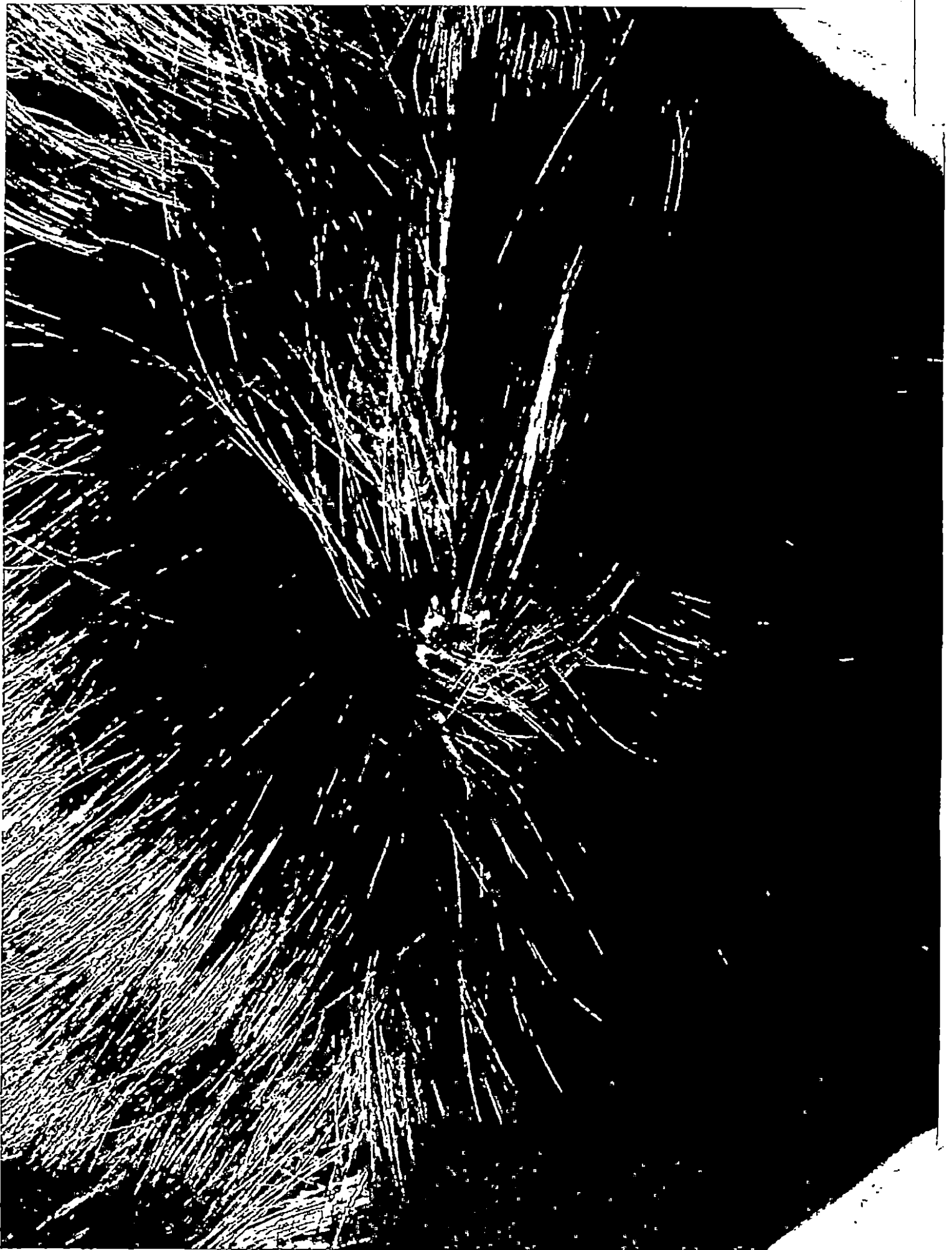












WIT
BY
FRANK

Q

A

L

US SICH BULLSTIT

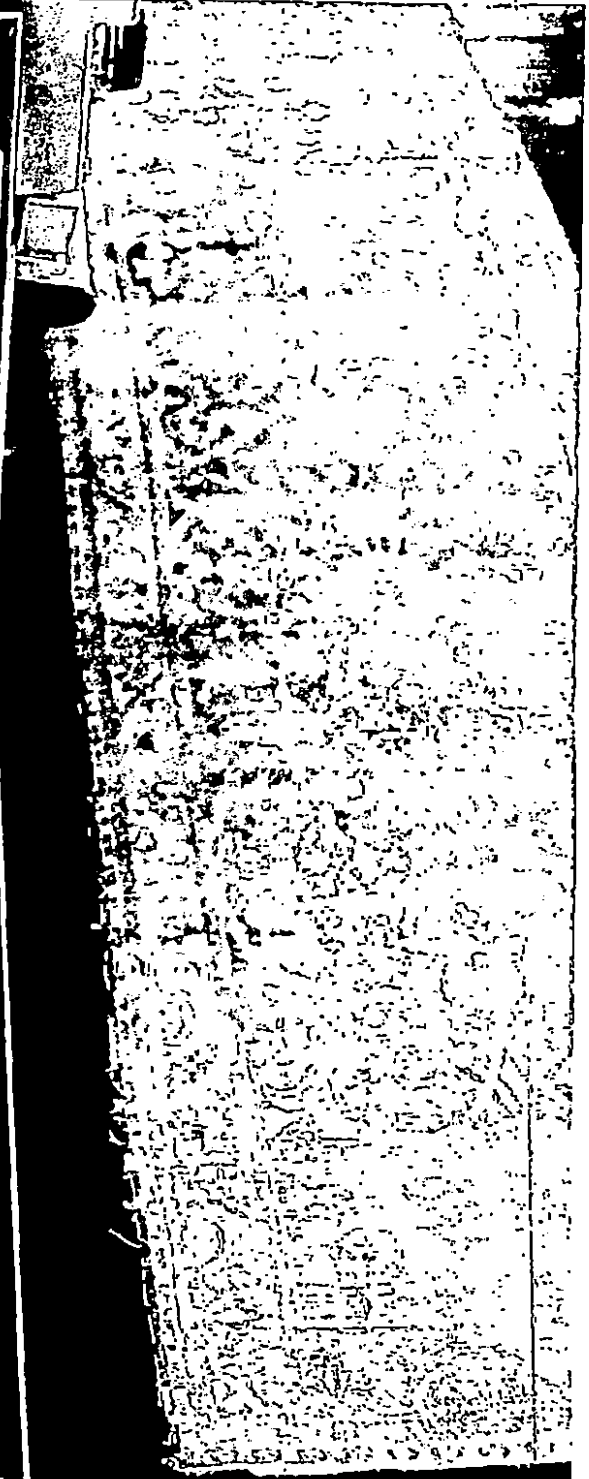



EXHIBIT 15

●●●● T-Mobile 4G

4:52 PM

94%  ↻

< Messages +1 

Details

Thu, Nov 5, 5:16 AM

Hey there. I didn't call.. Maybe
old? Sorry for the delay. Wasn't
on this phone. Xo

Tue, Dec 15, 11:52 PM

I had an accident tonight Jodi.
I'm really bruised and might
have a black eye or two tmrw -
same with my nose. Nurse on
the way to make sure I don't
have a concussion. There's a
chance I might not be fit for
tomorrow. But won't know how
bad the bruising is until the
morning .
Giving you a heads up. I'll call
you tmrw to let you know- k?

Wed, Dec 16, 1:21 AM

Oh no!!! Are you ok?! That
sounds terrible. Sending you
love.

Thu, Jan 7, 9:53 AM



Text Message

Send

EXHIBIT 16

Messages (3)



Amber

Details

Will get into

Sara Stins
Friday
Just heard about amber. Omg is everything ok?

Jessa
Friday
I love you

Josh & +44 7480 6...
Friday
Are you potentially coming in July?

Stacey
Friday
Ok. So...I see the news now. I've been in abusive relationships....

+1 (323) 683-8917
Friday
Thank you Jo

Josh, +1 (973) 699-...
Friday
Hal!

Ryan Howard
Friday
Meow

Amber
Friday
Document signed

+1 (916) 599-3518 - Thursday
Smswanson3@gmail.com :)

I said "you head butted me" and his response? "I just gave you a little knock!"

"With my head"

And then he left the room after saying what a "fuck up" he was and such

Fucking feeling sorry for himself

poor him

Omg

Can't take any responsibility

Does that make it a little easier?

Just like josh said

He doesn't know how

Are you sure you guys are okay not going to the island ??

I feel terrible for ruining cams

*xmas

You didn't ruin it!

Christmas is going to happen many more times. And home is where you and our moms are.



Message

Heard - MID Exhibits - 63

Messages (3)

Amber

Details

Will get into

Mon, Dec 21, 1:31 AM

Sara Stins
Friday
Just heard about amber. Omg is everything ok?

Jessa
Friday
I love you

Josh & +44 7480 6...
Friday
Are you potentially coming in July?

Stacey
Friday
Ok. So...I see the news now. I've been in abusive relationships...

+1 (323) 683-8917
Friday
Thank you Jo

Josh, +1 (973) 699-...
Friday
Hai

Ryan Howard
Friday
Meow

Amber
Friday
Document signed

+1 (916) 599-3518 Thursday
Smswanson3@gmail.com :)

I'm ok
Just been a hard night
Crying
And talking
And crying more

Oh Amber, I wish there was anything I could do to make this load not as heavy

Thank you for responding, I was dreaming about you, I was worried.

Mon, Dec 21, 3:18 AM

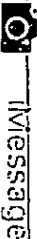
Are you ok?

I think Johnny just came in and left a note on my floor

Yes obviously

He's fucked up
I asked him to leave ignore it
He's gone
I'm so sorry

He's just feeling like he's fucked up



Messages (3)



Will get into

Mon, Dec 21, 3:18 AM

Amber

Details

Sara Stins
Friday
Just heard about amber. Omg is everything ok?

I think Johnny just came in and left a note on my floor

Are you ok?

Jessa
Friday
I love you

Yes obviously

Josh & +44 7480 6...
Friday
Are you potentially coming in July?

I asked him to leave ignore it
He's gone

Stacey
Friday
Ok. So...I see the news now. I've been in abusive relationships....

I'm so sorry
He's just feeling like he's fucked up

+1 (323) 683-8917
Friday
Thank you Jo

No need no apologize it's not your fault

Josh, +1 (973) 699-...
Friday
Hal,

I saw Steven in the hallway, can he help?

Can we help?

Ryan Howard
Friday
Meow

I don't know
He's not with me

Amber
Friday
Document signed

He's drink

*drunk

+1 (916) 599-3518 - Thursday
Smswanson3@gmail.com :)

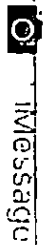


EXHIBIT 17

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

In re the Marriage of

Petitioner: AMBER LAURA DEPP

and

No. BD641052

Respondent: JOHN CHRISTOPHER DEPP
II (AKA JOHNNY DEPP)

VIDEOTAPED DEPOSITION OF AMBER LAURA DEPP

VOLUME II

August 13, 2016

10:00 a.m. - 7:04 p.m.

2049 Century Park East, Suite 800

Los Angeles, California

Reported by:

PAMELA J. FELTEN

CSR No. 5189

1 before she came today.

2 MR. HARDER: Well, she's doing it now.

3 MS. WASSER: Well, it's okay.

4 Maybe it's privileged because it was sent to
5 her attorneys.

6 MR. HARDER: Take your time with this document.
7 Make sure you're comfortable with what this document is.
8 Okay?

9 MS. BERK: Okay. I'll move on.

10 Q Ms. Heard --

11 THE WITNESS: I haven't seen this ever.

12 MR. HARDER: Don't -- don't say anything.

13 THE WITNESS: Okay.

14 MR. HARDER: Just let her ask a question.

15 MS. BERK: I need this.

16 Q Did --

17 MR. ALLHOFF: What is that?

18 MS. BERK: That's her declaration in support of
19 her DVRO.

20 Q In your declaration that you filed in support
21 of your request for a restraining order, did you say --
22 do you have it there so that you can refer to it?

23 A That's what this is, right? It's Exhibit K?

24 Q Exhibit K.

25 Did you say in -- did you claim in paragraph 7

1 that:

2 "After my guests had left, Johnny
3 and I had a discussion about his
4 absence from my birthday celebration
5 which deteriorated into a bad
6 argument that started with Johnny
7 throwing a magnum size bottle of
8 champagne at the wall and a wine
9 glass on me and the floor -- both
10 which shattered. Johnny then
11 grabbed me by the shoulders and
12 pushed me onto the bed, blocking the
13 bedroom door. He then grabbed me by
14 the hair and violently shoved me to
15 the floor."

16 Did you say that when you swore under penalty of
17 perjury and signed your name to this document?

18 A Yes.

19 Q Okay. And did you say in this same document
20 that "Johnny was screaming and threatening me, taunting
21 me to stand up"?

22 A Yes. He did that often in fights.

23 Q Did he do that -- are you saying he did that on
24 April 21, 2016?

25 A Yes. It's something that had been happening a

1 lot lately.

2 Q Did you say in your declaration that "After
3 several minutes, Johnny stormed out of the condominium,
4 but not before tossing aside and breaking nearly
5 everything in his path"?

6 A Yes. Are you asking me if I said that?

7 Q Yes.

8 A Yes.

9 Q And is that the truth?

10 A Yes.

11 Q Okay. After you say he did this, did you call
12 the police?

13 A No, I did not.

14 Q Did you call the police regarding these things
15 you say happened at any time after you say they happened?

16 MR. HARDER: Vague and ambiguous, compound.

17 BY MS. BERK:

18 Q Do you understand my question?

19 A Yes.

20 Q Okay. Did you call the police -- can you
21 answer my question?

22 MR. HARDER: Go ahead.

23 THE WITNESS: Oh, okay. Did I call the police
24 on any of the other occasions or any occasion?

25 BY MS. BERK:

EXHIBIT 18

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

In re the Marriage of

Petitioner: AMBER LAURA DEPP

and

No. BD641052

Respondent: JOHN CHRISTOPHER DEPP
II (AKA JOHNNY DEPP)

VIDEOTAPED DEPOSITION OF AMBER LAURA DEPP

VOLUME II

August 13, 2016

10:00 a.m. - 7:04 p.m.

2049 Century Park East, Suite 800

Los Angeles, California

Reported by:

PAMELA J. FELTEN

CSR No. 5189

1 Q I'm speaking of April 21 when you make these
2 claims.

3 A No, I did not.

4 Q When you say these things happened on April 21,
5 at any time after April 21, did you call the police about
6 these things you say happened on April 21?

7 A No. I never called the police on Johnny
8 myself.

9 Q Did you ever report to any law enforcement
10 authority other than the police your claims that he did
11 these things on April 21?

12 A No. I attempted as best as I could to hide
13 this and keep our lives as private as -- as possible, and
14 I did what a lot of I guess women do, tried to protect
15 him.

16 Q Were you attempting to hide this when you filed
17 this declaration on May 27, 2016?

18 A It was unhideable because the cops had been
19 called.

20 Q Ms. Heard, when you claim in your declaration
21 that the argument started with Johnny throwing a magnum
22 size bottle of champagne at the wall, um, do you recall
23 that event?

24 A Yes.

25 Q Okay. Did the bottle break?

1 A I don't know if it broke or if there was a
2 bottle on the table next to it that broke and a wine
3 glass next to it that broke, but there was both a wine
4 glass and a bottle. I'm not sure which of the two it was
5 that broke when -- the one that was thrown at me but
6 missed, or if it was the one perhaps sitting on the table
7 nearby. But our paint -- the painting behind it, behind
8 it that rests on the wall behind where I was standing,
9 still is missing a big chunk out of it. So --

10 Q Did the bot- --

11 A -- it made quite an impact.

12 Q Are you finished? I want to make sure if
13 you're finished or not.

14 A Yeah.

15 Q Okay. Did the bottle you refer to, did it ever
16 touch your body?

17 A No.

18 Q Did the wine glass you refer to in reference to
19 the bottle ever touch your body?

20 A Uh, pieces of it did. That's -- it shattered.

21 Q Okay. Where did the pieces you say touched
22 your body touch your body? What part of your body?

23 A I don't remember exactly what part of my body
24 was touched by the glass breaking upon impact. I do know
25 that it touched my body, knees and hands -- no, not my

1 hands -- my knees anyway when I went down to the floor,
2 or some version of my legs when I went down to the floor
3 later in the fight, but nothing significant. Not like
4 Australia or anything.

5 Q Were there any injuries to your body at the
6 places you claim the wine glass touched your body?

7 A No, I don't think so.

8 Q Was there --

9 A Not that I saw.

10 Q -- any indication that you could see on your
11 body that the wine glass shards had touched your body?

12 A No. Not that I could see.

13 Q Okay.

14 A Or nothing that I remember.

15 Q At the time the wine glass touched you, as you
16 claim it did, was it intact or was it already broken?

17 A I can't tell because it was -- I assume it was
18 shattered upon impacting -- impact with the magnum size
19 bottle of wine that was thrown. Um, I'm assuming that's
20 what shattered it. But at some point there was glass
21 everywhere and, um, I was standing right next to it.

22 Q When it -- when you claim it touched your body,
23 where specifically in the apartment were you standing?

24 A Uh, I was standing in our bedroom.

25 Q Okay. And where did the bottle and glass end

EXHIBIT 19

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

In re the Marriage of

Petitioner: AMBER LAURA DEPP

and

No. BD641052

Respondent: JOHN, CHRISTOPHER DEPP
II (AKA JOHNNY DEPP)

VIDEOTAPED DEPOSITION OF AMBER LAURA DEPP

VOLUME II

August 13, 2016

10:00 a.m. - 7:04 p.m.

2049 Century Park East, Suite 800

Los Angeles, California

Reported by:

PAMELA J. FELTEN

CSR No. 5189

1 what -- what -- what was on the floor of your bedroom as
2 you described it and where it was --

3 A I -- I don't --

4 Q -- from this incident?

5 A I don't remember.

6 Q Was --

7 A I don't --

8 Q Was there anything in addition on the floor in
9 addition to the broken wine bottle and a broken glass?

10 A Uh, broke -- wine. Um, wine, as well, but it
11 might have been dried up by the time -- um, by the time I
12 left. I don't really remember what else.

13 Q In terms of the broken glass you claim was on
14 your bedroom floor, could you describe specifically where
15 it was on your bedroom floor relative to your bed?

16 A Uh, it was around my bed because the paint --
17 and probably by the entrance of the door, as well, but
18 I'm not exactly sure.

19 Q Okay.

20 A There was a lot of -- we were -- there was a
21 lot of fighting and a lot of movement in several
22 different parts of our room. So when he was holding me
23 down on the bed and I was trying to stand up, that was by
24 the bath -- closer to the bathroom and I know there was
25 broken glass there. When I was -- when I tried to get

1 out of the bedroom door and he blocked it and shoved me
2 back down to the floor by the -- that was by the -- by
3 the entrance to the door. And I can't remember what else
4 was breaking and what had been knocked over. I know the
5 lamp -- the lamp broke, as well. I didn't mention that.
6 It's still in -- in the storage closet. I just saw it
7 the other day. And it has wine on it. You know, I found
8 it the other day. But --

9 Q Did you take pictures of that at any time?

10 A No. Not that I recall.

11 Q Did you bring that with you today?

12 A I did not bring that with me. The lamp?

13 Q Yes.

14 A No, I did not bring the lamp with me today.

15 Q Okay. Were you ever asked to locate any of the
16 items that were -- that you say were damaged or broken
17 from April 21?

18 MR. HARDER: Privilege. Don't answer.

19 (Instruction not to answer)

20 BY MS. BERK:

21 Q Did you ever make any attempts to locate any of
22 the items from 21 -- from April 21 that you say were
23 damaged or broken?

24 A No.

25 Q Okay. And, in fact --

1 A Oh, my -- yes, I'm sorry. My phone. I tried
2 to find my phone, but I never recovered it.

3 Q And in the DVRO that you filed with the Court,
4 did you attach any photographs whatsoever from the events
5 you claim on April 21, 2016?

6 MR. HARDER: The Court filing would speak for
7 itself.

8 BY MS. BERK:

9 Q To your knowledge..

10 A I don't know what we attached off the top of my
11 head.

12 Q Okay. Do you know what you gave any other
13 person for the April 21 -- relating to the April 21
14 events?

15 MR. HARDER: If it has to do with lawyers, it's
16 privileged.

17 BY MS. BERK:

18 Q Ms. Heard, can you tell me exactly what you say
19 happened, uh, uh, on -- in the argument you had with --
20 you say you had with Johnny on April 21?

21 A What was the question exactly if you don't mind
22 me asking?

23 Q What happened?

24 MR. HARDER: She wants to hear you tell what
25 happened.

1 THE WITNESS: I was -- Johnny and I, when we
2 made it back to our apartment, I was being cold to him.
3 I -- I wasn't being very -- I wasn't being as, you know,
4 open or friendly as I normally am. Um, it was -- I
5 was -- I was crushed that he missed my birthday. And
6 this is after a month of him not coming home like five
7 nights a -- on average five nights a week. Just not
8 showing up or showing up at like 2:00, 3:00, 4:00 o'clock
9 in the morning or at like 8:00 o'clock in the morning,
10 I'd find out that he was passed out at one of the other
11 places in West Hollywood. So it had been building up.

12 And -- and so the birthday incident was
13 heartbreaking. It was my 30th birthday. And I was just
14 so sad about it.

15 MR. HARDER: She --

16 THE WITNESS: So we -- he asked me -- he -- we
17 got in bed and I was just being quiet. I think I picked
18 up my book and tried to read, and he said, um, "What's
19 your fucking problem?"

20 And I said, "I'm just hurt." And I had been
21 seeing this -- you know, I've been trying to get us to
22 see a marriage counselor -- who said that that's how I
23 should like word things, as opposed to it being
24 accusatory, and I said, "I'm just hurt. Hurt that you
25 didn't make it to my birthday party." And then it

1 quickly deteriorated into the normal, "It's my fault.
2 Why do you always blame me for everything? You always
3 blame me for everything."

4 BY MS. BERK:

5 Q Okay.

6 A And then it escalated and he -- I don't know
7 what I said that immediately preceded it, but he -- the
8 first big action was the wine bottle that I remember
9 being thrown at me. Or -- or maybe it was that I was
10 trying to leave. I don't really remember which of the
11 first --

12 Q Was that while you were in the bed that the
13 wine bottle was thrown at you?

14 A No. It was in -- I was standing in the
15 bedroom.

16 Q Okay.

17 A In front of this painting, kind of closer to
18 the bathroom. And when I moved to leave, um, he shoved
19 me at some point, shoved me down on the ground. I stood
20 back up and, um, and then he did -- he did this taunting
21 thing where I guess it -- it was to challenge me to see
22 if I was really going to leave. "You think you're really
23 going to be the little -- want to leave. You really
24 think you're that tough, huh? Tough guy. Tough guy."
25 And then shoved me down again. I stand back up. Again,

1 "You think you're so tough."

2 And eventually I did make it out of the
3 bedroom, um, and -- and, um, I don't -- I don't know if I
4 was walking back from where my clothes are with an
5 overnight bag and I have to pass through the office
6 because of the adjoining apartments, but in my passing
7 him, um, he grabs my hair at some point, um -- well, we
8 were arguing kind of in passing as I'm walking through
9 the office and as I make it around the edge of the desk,
10 it's either a shove to initiate or something with my
11 head, a push or something, and it turns into him grabbing
12 me by the back of my hair. And -- and I -- and I -- and
13 I -- and I -- I -- I said some, you know, comment to him,
14 I don't remember what it was, and walked into the
15 bedroom, grabbed my -- to grab my toothbrush, things like
16 that that I don't keep in -- in my closet room, and in
17 doing that, um, we had more of a -- more of a fight. It
18 was pushing, um, uh -- I -- I put my hands up like this
19 once.

20 MS. BERK: Let the record reflect the witness
21 is raising her hands above her head.

22 MR. HARDER: You're interrupting her. She's
23 being videotaped. Don't interrupt her, please. She's --
24 she's telling her story.

25 Go ahead.

1 THE WITNESS: Um, yeah. I put my hands up and
2 he did this, he pushed them down, and squared off to me,
3 bumped his chest into mine. I kind of fell back a little
4 bit onto the bed. I stood back up and, um, tried to --
5 tried to get -- walk past him to the door. At some point
6 I end up on the floor. Um, I don't -- um, he walks out.
7 Um, I tried to actually even at that point say, "Don't
8 walk out. Like we just need to talk about it. You know,
9 can we just take a break and then just talk? Because
10 it's my birthday. And I don't want to wake up on my --
11 you know, my birthday -- we have -- we've had a million
12 of these fights. Just don't leave. I just don't want to
13 wake up on my birthday by myself. Don't go, please."

14 Even though it had gotten violent, this is
15 nothing compared to so many of the other things. I -- it
16 actually wouldn't even be a major thing if -- if it
17 weren't one of the just most recent -- this is not a bad
18 thing. I mean it wasn't bad in my head in relation to
19 what I -- what we have lived through.

20 MR. HARDER: Say what happened.

21 THE WITNESS: Sorry. Um, it -- it escalates.
22 I tried to get him to stop in that moment and he -- and
23 he -- and he broke a bunch of shit in the kitchen. I
24 think he wrote on the countertop -- I think that's one --
25 one of the times he wrote on the countertop in Sharpie

1 some -- some crazy message to me. And I -- I -- I went
2 upstairs. I heard him kind of coming in and out and --
3 and then when I walked downstairs -- it was quiet for a
4 really long time. When I walked back downstairs, there
5 was just a note on the floor that said, you know, "Happy
6 fucking birthday."

7 BY MS. BERK:

8 Q Was there -- was there any other debris on the
9 floor downstairs other than on the countertops in the
10 kitchen?

11 A I don't remember. I know he -- he smashed --
12 he -- he was -- he knocked over lamps and a statue thing
13 and paintings. And he's gotten really into -- he had
14 been punching photographs with me in them recently and
15 this was one of those times, but nothing that I --
16 nothing downstairs specifically that I remember at this
17 moment.

18 Q Okay. And did I hear you say you had tried to
19 convince Johnny to stay to talk about it?

20 A At some point in the argument, yeah.

21 Q Okay. And were you successful in getting him
22 to stay?

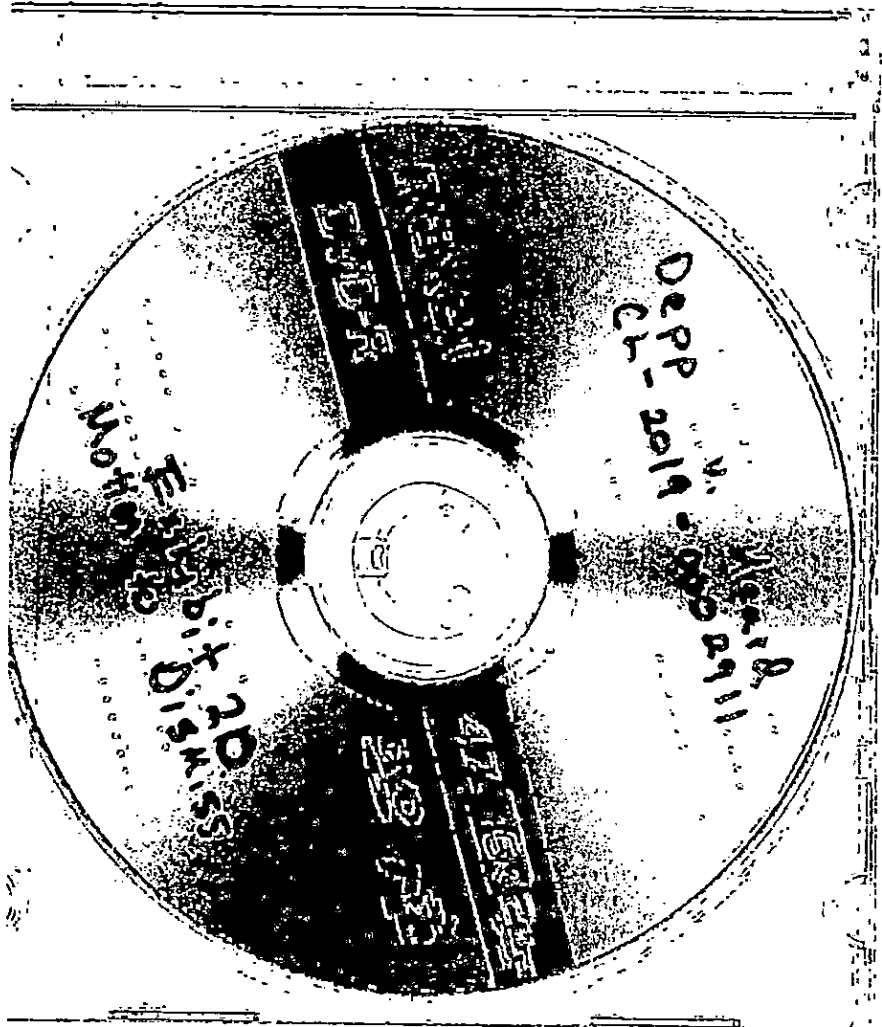
23 A No. No. Just -- just long enough to have it
24 explode.

25 Q And at any --

EXHIBIT 20

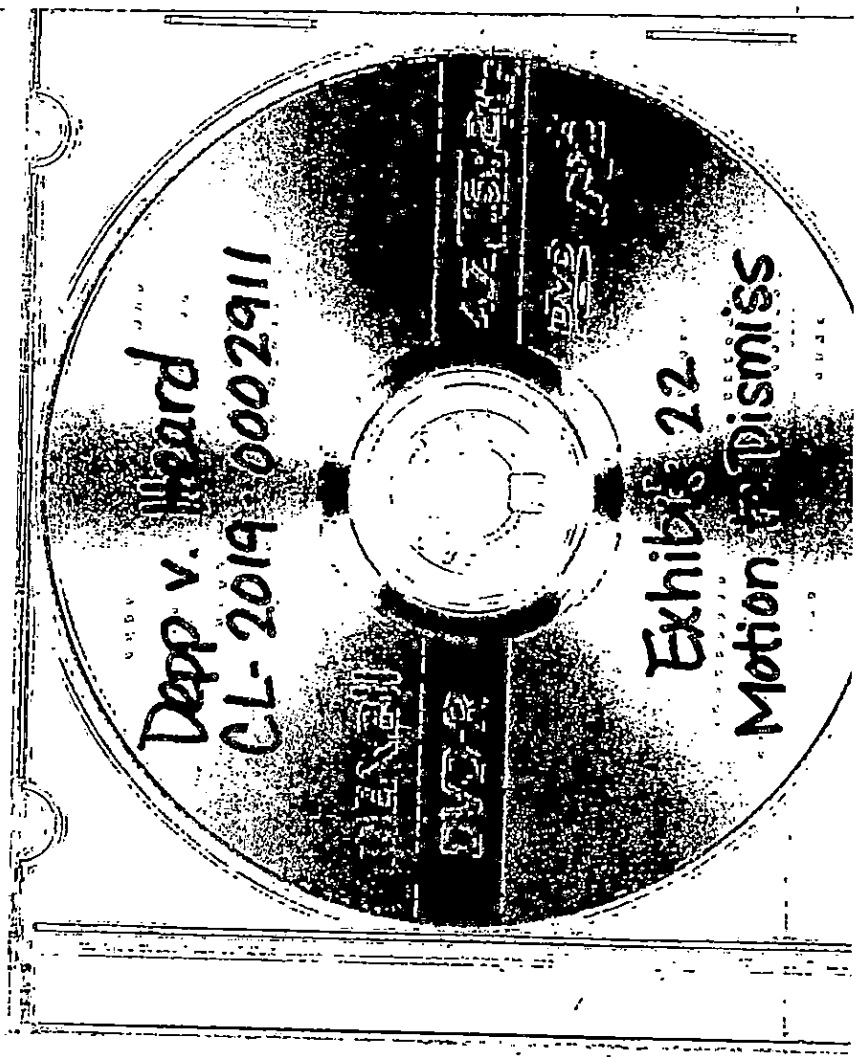
VIDEO

See Attached CD/DVD
Recommended Media Player - VLC Media Player



DEPP-2019
v. 0002911
Alexis B.

EXHIBIT DISKS
MOTION PICTURES



Depp v. Heard
CL-2019-0002911

EXHIBIT 22
Motion to Dismiss

DVD
DVD

1 BY MS. BERK:

2 Q To your knowledge that you saw.

3 A I can't remember.

4 Q During the call with iO Wright, please tell us
5 exactly what happened.

6 A She picked up the phone and I said, "Hey, babe,
7 um, just for clarity, I'm here with Johnny, he's upset
8 about some things. Can you just clarify and we can put
9 some things to bed?"

10 She said, "What?"

11 And I said, "Were you over here on the morning
12 of my birthday?"

13 And she said, "Why are you asking me that?"

14 And "Of course I wasn't. I met you in Palm Springs."

15 And I said, "I'm here with Johnny and he's
16 upset about something and I just want to put it to bed."

17 And she said, "No. I" -- you know, like I
18 don't know if she got much more out because he started
19 screaming, grabbed the phone out of my hand -- she was on
20 speakerphone -- and he started yelling at her.

21 Q Were you holding the phone prior to -- the
22 phone that you were speaking to iO Tillett on?

23 A Yeah.

24 Q Okay. And you claim that he then grabbed the
25 phone for you -- from you?

1 A He grabbed the phone from me and then before he
2 went upstairs, presumably to pack a bag or get some of
3 his things as he indicated to me, he, you know, like
4 tossed it on -- in -- tossed it in my direction or
5 something on the table or on the couch, I can't remember
6 which. I picked it up and I said, "Oh, my God, iO" -- I
7 can't remember if the call disconnected and it was two
8 separate calls or if it was one call, but I remember
9 saying to iO, "Oh, my God, I'm so sorry. I did not call
10 you to get screamed at." Because she answered the phone,
11 the poor thing, without any real expectation, just
12 started being screamed at by Johnny this way, and I
13 didn't want to make it seem like I called her for a setup
14 to just be yelled at. And -- and -- and -- and he was
15 saying, "You know, you dike bitch, you -- you know, your
16 ten cent words and your fucking book deal and your
17 fucking sell out my family," you know, just the worst
18 things that you can -- expletives and -- and -- and very
19 personal things to her situation. And he started to go
20 upstairs and I had the phone in my hand again and I'm on
21 speakerphone, and -- and he -- he makes it upstairs --
22 makes it partway up the stairs and she says, "It is -- it
23 does not sound safe. Get out before it gets worse this
24 time. Get out of there. Get out. It's not safe."

25 And all of my friends who are informed of our

1 history are very very very very scared of me being alone
2 in a room with him when there are things wrong, when
3 we're fighting, when we're working things out, and when
4 he's using. So she was very clear and on speakerphone
5 saying, "Get out of the house. It's not safe. It
6 doesn't sound safe. Get out." And he heard it and it
7 was -- it -- it was like a -- um, like a -- he just -- he
8 turned around, bolted back down the stairs, grabbed the
9 phone, and -- and -- and started screaming at her even
10 louder this time and even worse this time. And really
11 lit into her. And I'm sitting on the couch. I haven't
12 even gotten up off the couch. My legs were cross-legged.
13 And -- and he -- and he -- he says, "You want her so
14 much, you -- you -- you dike bitch, you want to be her
15 man now, you want to be a man to her now, you can fucking
16 have her." And he winds up his hand -- he winds his arm
17 back and he throws the phone at me. And it -- it hits
18 me, bam, right in the -- what felt like the eye. And it
19 just felt like this pop or what I thought was a pop and
20 it -- it just felt -- I -- it felt -- I -- and I put my
21 head in my hands and when I had my head covered, I didn't
22 know what he was doing or where he was going, but I had
23 my head down and I was saying -- I think I was crying and
24 I said, "You've hit me." It -- it -- it -- it -- and
25 then I -- I could hear him yelling and knocking things

1 over. And I wanted him to know that -- that he had hurt
2 me because sometimes he wouldn't remember these
3 incidences. And so I remember I said, "Johnny, you -- it
4 hit me in the eye." And I don't know -- it felt like
5 my -- it just felt like -- um, it felt like my eye or it
6 could have been my eye and I didn't know, you know, um.

7 Q Okay. Before we get to the injuries, let me
8 just ask you about what you say happened with Ms. Tillett
9 Wright.

10 A Sure.

11 Q Was she on the phone during all of this?

12 A Yes. But at the time, I wasn't sure. Because
13 the phone, after it impacted my face, fell on the ground.
14 So . . .

15 Q Okay. Isn't it true that, Ms. Heard, you
16 yelled to Tillett Wright to call 911?

17 A I -- I don't remember yelling that. I'm sure
18 I -- I --

19 Q Okay.

20 MR. HARDER: Well --

21 THE WITNESS: I'm sure I -- I -- I yelled,
22 "Help. Help." I don't know what -- it was traumatic.

23 BY MS. BERK:

24 Q Isn't it the truth, Ms. Heard, that you swore
25 in your declaration at line 11, page 3, that I then

1 yelled out, quote, "Call 911," end quote?

2 A Yeah. Then I -- then I said that. This was
3 taken immediately after and it's been a while.

4 Q Okay. So you did yell to -- for Tillett Wright
5 to call 911 --

6 A Yeah.

7 Q -- correct?

8 A Yeah.

9 Q Okay. But didn't you testify earlier that you
10 had kept these abuse allegations secret?

11 A Not from everybody.

12 Q Okay. So --

13 A There was -- like I said earlier to you, my
14 select -- my select group was starting to become more and
15 more informed of it as time went on. So at the very
16 beginning, I would only tell my mom who -- somebody who
17 understands this sort of situation. And then I --

18 Q So your mom?

19 A And then I --

20 Q You told her that you had been physically
21 abused by Johnny Depp?

22 A Yeah. I would tell her from the -- almost --
23 almost at the very beginning I confided in her. That's
24 why I had pictures. Yeah.

25 Q Okay. So from the very beginning, to this

1 incident, May 21, you had confided in your mom?

2 A Yeah. I think I probably hid the first few
3 incidences, but very very soon into it, I started to tell
4 her.

5 Q Okay. And you confided in other people,
6 including your friends, correct?

7 A Therapists until -- until it became
8 problematic. Um --

9 Q Okay. When you confided in your therapist --
10 when did you confide in your therapist that you've been a
11 victim of domestic violence?

12 MR. HARDER: I'm -- I'm just going to object on
13 the grounds of the therapist privilege.

14 THE WITNESS: Okay.

15 MS. BERK: She's just told us what she told her
16 therapist, therefore, under the law, she's waived any
17 claim as to privilege for me asking her what she told her
18 therapist.

19 MR. HARDER: Well, that may have been
20 inadvertent. I'm -- I'm asserting it right now. If I --
21 if I didn't catch it the first time, it was probably
22 quick and I apologize.

23 BY MS. BERK:

24 Q Ms. Heard, when did you have this conversation
25 with your therapist about these events? We don't have to

EXHIBIT 24

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

In re the Marriage of

Petitioner: AMBER LAURA DEPP

and

No. BD641052

Respondent: JOHN CHRISTOPHER DEPP
II (AKA JOHNNY DEPP)

VIDEOTAPED DEPOSITION OF AMBER LAURA DEPP

VOLUME II

August 13, 2016

10:00 a.m. - 7:04 p.m.

2049 Century Park East, Suite 800.

Los Angeles, California

Reported by:

PAMELA J. FELTEN

CSR No. 5189

1 Q Okay.

2 A -- but it was -- it didn't hurt me.

3 Q Okay. And was there any other act of violence
4 against you prior to when he went upstairs, came back
5 downstairs and threw the phone?

6 A I don't -- I don't know if you'd count
7 screaming at me --

8 Q Okay.

9 A -- or -- but no --

10 Q Other than --

11 A -- physical.

12 Q Okay. Other than screaming, had he broken
13 anything in the apartment yet --

14 A Um --

15 Q -- on the floor?

16 A I'm not sure.

17 Q You're not sure?

18 A I'm not sure.

19 Q Okay. Had he thrown any bottles prior to your
20 saying he threw this phone?

21 A I'm not sure. I'm not -- I can't remember now.
22 I'm not sure what -- what he did prior to throwing the
23 phone at me.

24 Q Okay. Was there any broken glass on the -- on
25 the floor where you were prior to his throwing the phone

1 at you?

2 A Was there any broken glass on the floor around.

3 Q Anywhere on the floor of the room you both were
4 in prior to when he threw the phone at you that you were
5 aware of.

6 A At this moment, I don't remember there being
7 any.

8 Q Okay. Okay. And after you say he threw the
9 phone at you, what happened next?

10 (Sotto voce discussion among petitioner's
11 counsel off the record)

12 THE WITNESS: Um, all I remember is him
13 screaming these expletives at my friend iO and telling
14 her that he -- that she could have me now and then he
15 threw his arm back and he threw the phone --

16 BY MS. BERK:

17 Q Okay.

18 A -- at what appeared to be very -- as hard as he
19 could at my face. I put my head down. I said, "You hit
20 me." I was crying. I said, "Johnny, you hit me,"
21 because then I start hearing things being smashed. And I
22 said to him, "Honey, you hit me. You hit me in the eye.
23 My eye. My eye." And I start crying and I -- he
24 approaches me, and I don't know if he -- if I, in feeling
25 him approach, anticipate to try to get up or if I help

1 him help me up or if he just did it all by grabbing my
2 hair, but for some reason, I mean, I had some aid in
3 getting up off the couch by him -- him grabbing my head,
4 mostly on my right side like a -- the impact of which was
5 significant in and of itself. He grabs my -- he grab --
6 grabs my head, takes a fist full of my hair and says, "I
7 hit your eye? I hit your eye, huh? Let me see your eye.
8 Let me see. Let me see your eye. What if I pull your
9 hair back?" And he yanks my head back and he's -- I
10 don't know, smacking my face or moving my face or -- and
11 he's got me by the hair and he's, um -- it's hard to
12 describe. It's -- he was like yanking me from side to
13 side with my -- with my hair.

14 Q Are you standing up at this time?

15 A Yeah.

16 Q Okay. And has he pulled out any hair from your
17 head?

18 A I -- he's still holding on to my head --

19 Q Okay.

20 A -- at this time and he said -- um, I don't know
21 if he's trying to grab my face or he's hitting my face.
22 I don't know what's happening, but he's yelling at me,
23 he's screaming about -- about my -- about "Let's see how
24 hard I hit you." And -- and I'm screaming at the top of
25 my lungs --

1 Q Okay.

2 A -- "Help, help. Please help." I guess I say
3 call 911. I'm screaming for help, not just in case iO is
4 on the phone, which I don't know, because the phone is
5 somewhere -- after hitting my face, I don't know where it
6 ricocheted and bounced off to -- but it's on the floor.
7 I can only hope she's on the line. But I know and guess
8 security is somewhere. And even though they never
9 respond when I'm screaming "Help" ever, I'm screaming
10 "Help" as loud as I can. I also text Rocky previous,
11 "It's amping up. It's getting crazy again. Please just
12 I need you to come over." Because I thought another
13 third party might be --- a third party being present helps
14 always to --

15 Q Is it your testimony --

16 A -- calm things. Because I --

17 MR. HARDER: Can we take a --

18 BY MS. BERK:

19 Q Is it your testimony, Ms. Heard, that --

20 MR. HARDER: Can we take a break, please.

21 MS. BERK: No.

22 MR. HARDER: She's upset. She's upset.

23 MS. BERK: She has not --

24 MR. HARDER: It's clear that she -- yeah.

25 She's crying and she's upset.

1 THE WITNESS: It's okay.

2 MR. HARDER: Blair, how can you possibly force
3 her to answer questions --

4 MS. BERK: Because I see --

5 MR. HARDER: -- when she's crying --

6 MS. BERK: -- the witness is not --

7 MR. HARDER: -- and upset?

8 MS. BERK: -- upset and hasn't requested.

9 Q Do you need to take a --

10 MR. HARDER: I'm requesting --

11 BY MS. BERK:

12 Q -- a break --

13 MR. HARDER: -- on her behalf.

14 BY MS. BERK:

15 Q -- Ms. Heard?

16 MR. HARDER: Yes.

17 THE WITNESS: Yes.

18 MS. BERK: Let the record reflect Mr. Harder is
19 answering for Ms. Heard yes --

20 THE WITNESS: I answered as well.

21 MS. BERK: -- and Ms. Heard --

22 MR. HARDER: She --

23 MS. BERK: -- responded yes.

24 We'll take a break and go off record at this
25 time.

EXHIBIT 25

VIDEO

See Attached CD/DVD
Recommended Media Player - VLC Media Player

Depp v. Heard
CL-2019-0002911



Exhibit 25
Motion to Dismiss

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

In re the Marriage of

Petitioner: AMBER LAURA DEPP

and

No. BD641052

Respondent: . JOHN CHRISTOPHER DEPP
II (AKA JOHNNY DEPP)

VIDEOTAPED DEPOSITION OF AMBER LAURA DEPP

VOLUME II

August 13, 2016

10:00 a.m. - 7:04 p.m.

2049 Century Park East, Suite 800

Los Angeles, California

Reported by:

PAMELA J. FELTEN

CSR No. 5189

1 Q And he broke wine bottles?

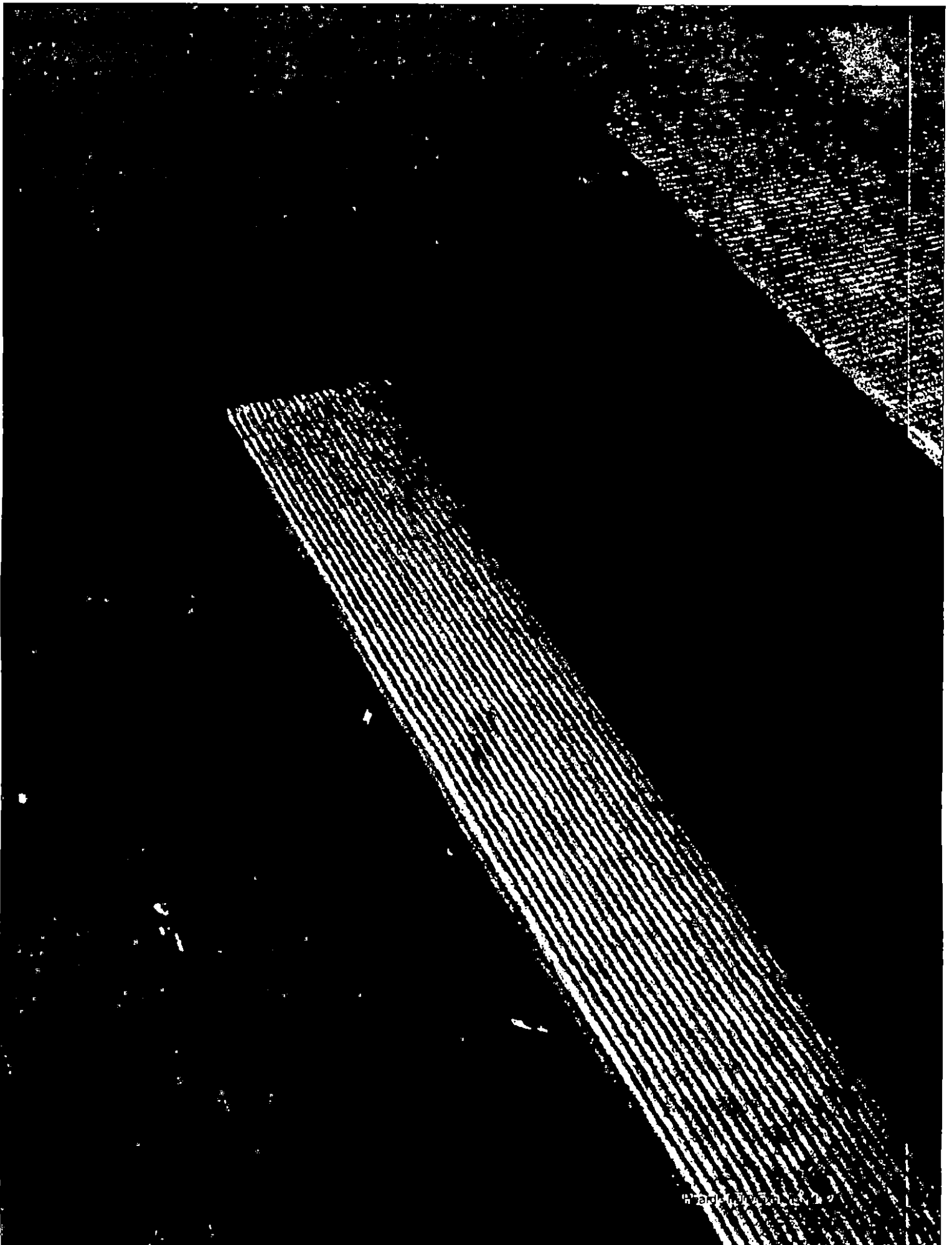
2 A I don't know to what ex- -- what -- I don't
3 know what things he broke in front of them or what
4 happened -- I am on the couch crying, being covered by my
5 best friend after having this happen to me, so I have
6 limited ability to tell you what exactly was broken
7 when -- when Jerry or Sean's eyes are pointed in any
8 specific direction.

9 Q And you're claiming that Sean Bett and Jerry
10 Judge stood there and did nothing, though, while this was
11 happening, correct?

12 A They weren't there the whole time.

13 Q During the period they were there, your claim
14 is that they did nothing, correct?

15 A They walked in and most of it had been done.
16 Um, he had already, um, charged at me till Raquel threw
17 herself in between us, put her arms up to protect us. He
18 had already pushed Raquel's arms away, intimidated her.
19 We're both back down on the couch. She's protecting me
20 and he's screaming at me at the top of his lungs, which I
21 can only guess served as the impetus to get Jerry Judge
22 and Sean into the room. While he's screaming at -- at me
23 and I'm looking down and he's screaming at me and taking
24 a step closer and screaming louder each time, "Get the
25 fuck up, Amber. Get the fuck up. Get the fuck up.











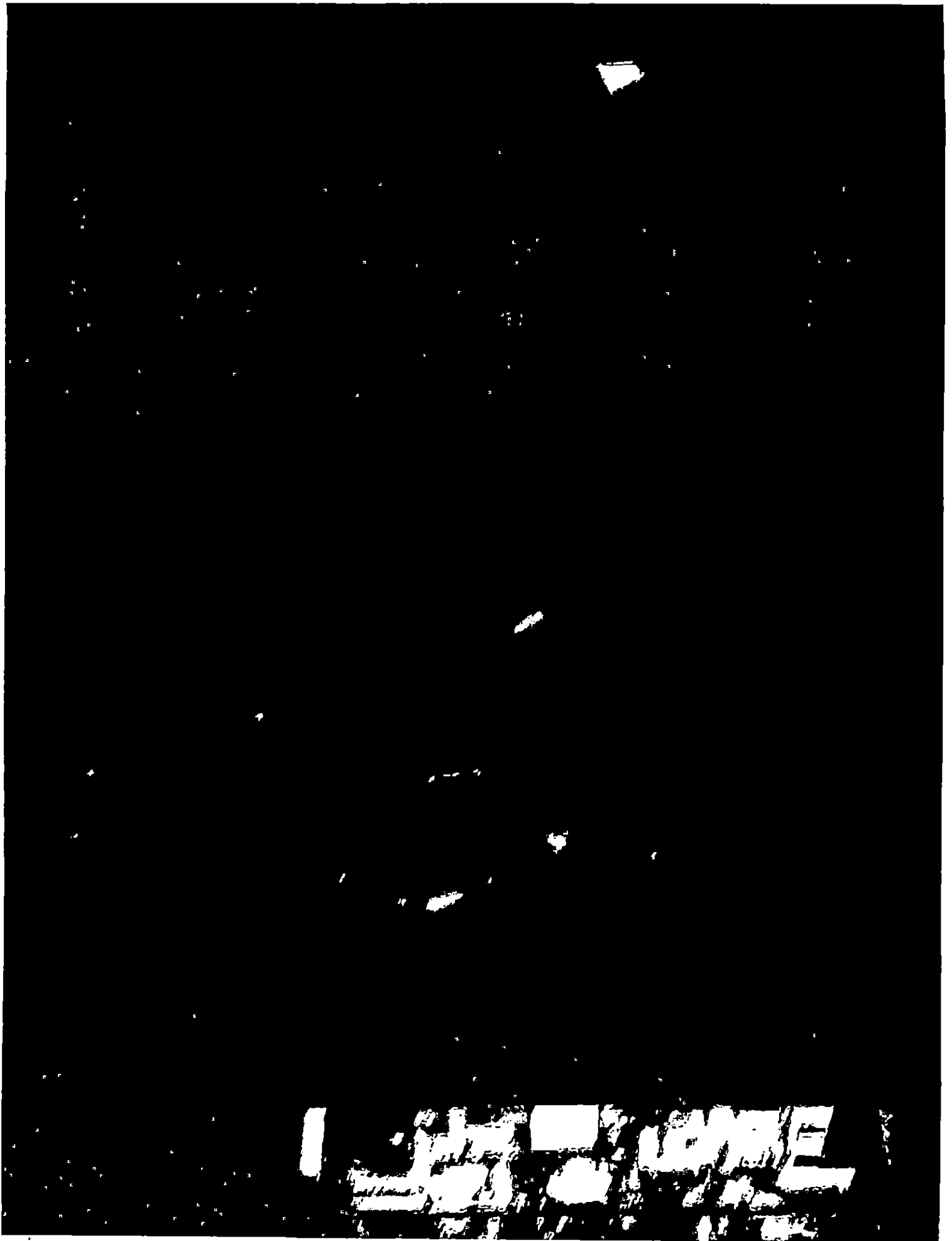


EXHIBIT 30

SUPERIOR COURT OF THE STATE OF CALIFORNIA
-
FOR THE COUNTY OF LOS ANGELES

In re the Marriage of

Petitioner: AMBER LAURA DEPP

and

No. BD641052

Respondent: JOHN CHRISTOPHER DEPP
II (AKA JOHNNY DEPP)

VIDEOTAPED DEPOSITION OF AMBER LAURA DEPP

VOLUME II

August 13, 2016

10:00 a.m. - 7:04 p.m.

2049 Century Park East, Suite 800

Los Angeles, California

Reported by:

PAMELA J. FELTEN

CSR No. 5189

1 Q Did you ever tell any officers at your house on
2 May 21, 2016 that the -- that Johnny Depp had ever done
3 anything wrong to you that night or before?

4 A You're asking me if I've told them --

5 Q If you --

6 A -- that he --

7 Q -- told them on May 21, yes.

8 A Again, I said to them, "I decline to give any
9 statement at this time as per the advice of my counsel."

10 Q Did the police --

11 A They did make a comment to me about it seeming
12 unsafe, that's why they needed to check the apartment.
13 They made a gesture to my face. They said I looked hurt.
14 They also pulled me aside and said, "Look, just say --
15 just say a statement. We can make sure you're safe, just
16 say statement or give us a statement and we'll go get the
17 guy." And they said the exact same thing to Josh.

18 Q Is it your testimony that a police officer on
19 May 21 --

20 A Yes.

21 Q -- told you that it appeared you looked hurt?

22 A He gestured -- he or she gestured, I can't
23 remember which one, to my face and said, "It's -- we can
24 tell you've been hurt" or "You don't look good" or
25 something to that effect, but I don't remember the exact

1 words they used.

2 Q But something to that effect?

3 A Yes.

4 Q Is it your testimony -- well, let me ask you.
5 Did the officers ever say they saw enough to arrest
6 Johnny when they were with you on May 21, 2016?

7 A Well, they said to both myself and Josh that
8 all I needed to do was give a statement in order for them
9 to go get the guy or go make an arrest. Maybe they
10 didn't use the word arrest to me, but . . .

11 Q And your testimony is here today that one of
12 the officers told you that?

13 A Yes.

14 Q And was it a male officer or female officer?

15 A Like I said, I -- I -- I -- really I can't
16 remember which one it was.

17 Q During --

18 A They asked --

19 Q -- the time the police arrived -- from the time
20 the police arrived till they left, did you ever at any
21 time call any other human being on a telephone?

22 MR. HARDER: What?

23 BY MS. BERK:

24 Q While the police were at your property on
25 Broadway, did you ever call on the telephone any other

EXHIBIT 31

VIDEO

See Attached CD/DVD
Recommended Media Player - VLC Media Player

Depp v. Heard
CL-2019-0002911

Exhibit 31
Motion to Dismiss

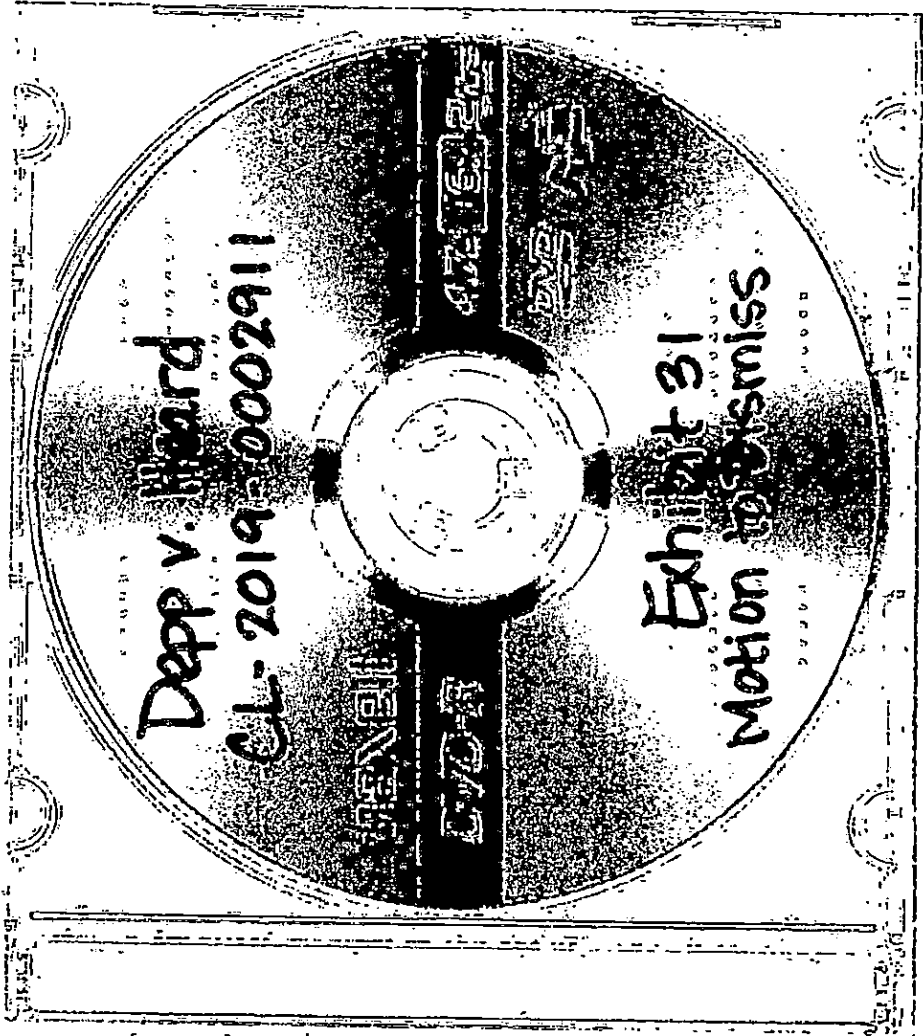


EXHIBIT 32

Sat, May 21, 10:24 PM

U ok babe?

No. Johnny came
over" to talk" . His
mom just died.
Then he went
sideways. Convinced
of some CRAZY shit.
Beat on me.
Cops were called.
They just left. Filing a
restraining order.
Divorce goes through
on Monday. My face
looks stupid and
swollen.
Bad night.

U need us to come
over now?!

U need us to come
over now?!

And get you

Cops came back. It's
okay.

Rock and josh are
helping me.

All okay

Sorry I couldn't
communicate earlier.

I'll text you tomorrow if
that's okay.

I love you

Sun, May 22, 3:31 PM

Hi....

Thinking of you

EXHIBIT 33



Heard - MTD Extra

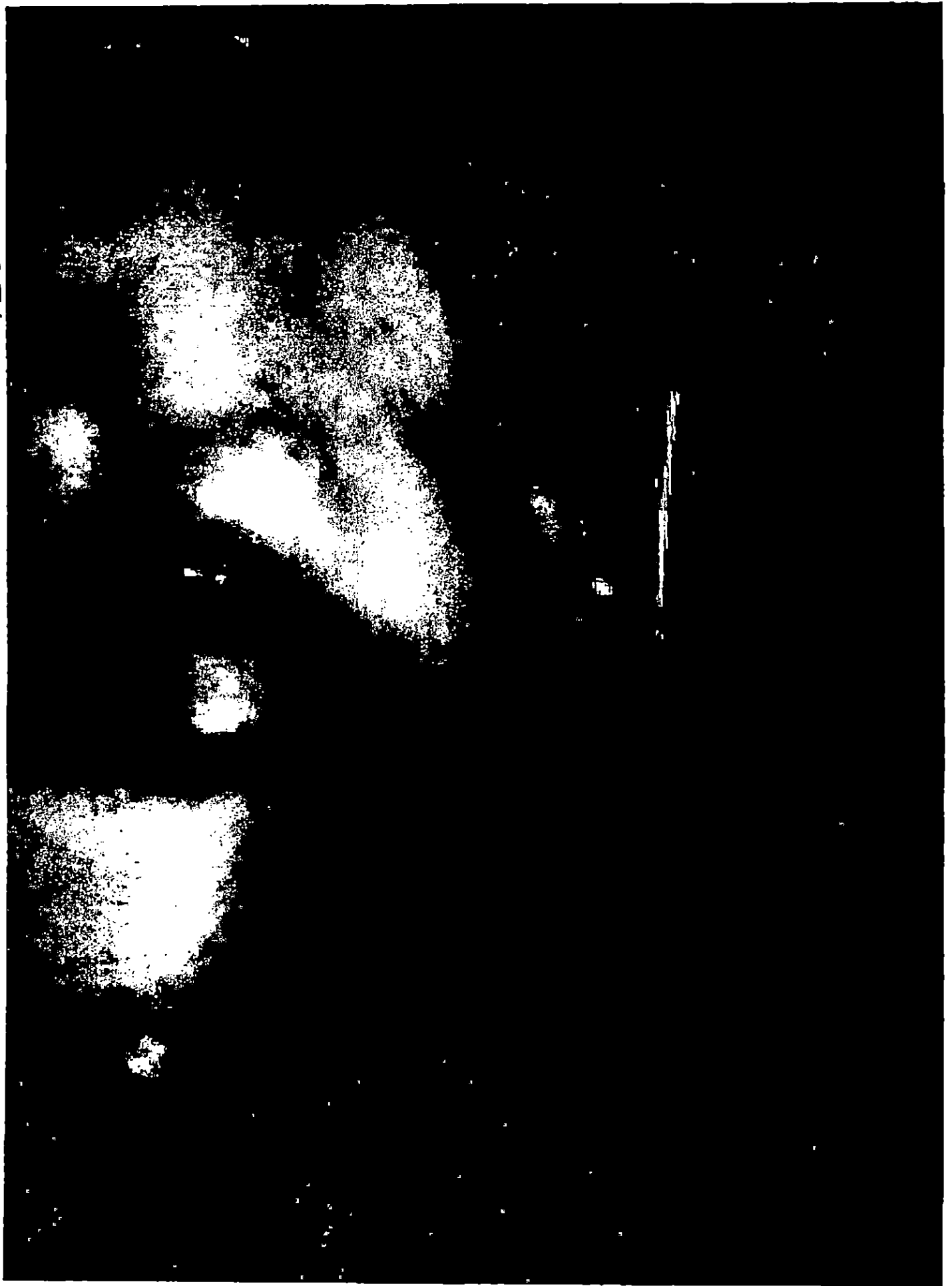








EXHIBIT 34

DV-100

Request for Domestic Violence Restraining Order

You must also complete Form CLETS-001, Confidential CLETS Information, and give it to the clerk when you file this Request.

1 **Name of Person Asking for Protection:**
AMBER LAURA DEPP Age: 30
 Your lawyer in this case (if you have one):
 Name: SMANTHA F. SPECTOR, ESQ. State Bar No.: (SBN 204482)
 Firm Name: SPECTOR LAW, A PROFESSIONAL LAW CORPORATION
 Address (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):
 Address: 1925 CENTURY PARK EAST, SUITE 200
 City: LOS ANGELES, CALIFOR State: _____ Zip: _____
 Telephone: (310) 282-9478 Fax: (310) 220-3889
 E-Mail Address: SS@SPECTORLAWFIRM.COM

2 **Name of Person You Want Protection From:**
JOHN CHRISTOPHER DEPP, II (AKA JOHNNY DEPP)
 Description of person you want protection from:
 Sex: M F Height: 5'10" Weight: 175 Hair Color: Black Eye Color: Brown
 Race: White Age: 52 Date of Birth: [REDACTED]
 Address (if known): _____
 City: _____ State: _____ Zip: _____

3 **Do you want an order to protect family or household members?** Yes No
 If yes, list them:

Full Name	Sex	Age	Lives with you?	Relationship to you
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____

Check here if you need more space. Attach a sheet of paper and write "DV-100, Protected People" for a title.

4 **What is your relationship to the person in (2)? (Check all that apply):**

- a. We are now married or registered domestic partners.
- b. We used to be married or registered domestic partners.
- c. We live together.
- d. We used to live together.
- e. We are related by blood, marriage, or adoption (specify relationship): _____
- f. We are dating or used to date, or we are or used to be engaged to be married.
- g. We are the parents together of a child or children under 18:
 Child's Name: _____ Date of Birth: _____
 Child's Name: _____ Date of Birth: _____
 Child's Name: _____ Date of Birth: _____

Check here if you need more space. Attach a sheet of paper and write "DV-100, Protected People" for a title.

h. We have signed a Voluntary Declaration of Paternity for our child or children. (Attach a copy if you have one).

Clerk stamps date here when form is filed.

CONFORMED COPY
 ORIGINAL FILED
 Superior Court of California
 County of Los Angeles

MAY 27 2016

Sherr R. Carter, Executive Officer/Clerk
 By Gestelle Gammage, Deputy

Fill in court name and street address:

Superior Court of California, County of
 LOS ANGELES
 111 NORTH HILL STREET
 111 NORTH HILL STREET
 LOS ANGELES, CA 90012
 CENTRAL

Court fills in case number when form is filed.

Case Number:
 BD 641 052

This is not a Court Order.

5 Other Court Cases

a. Have you or any other person named in (3) been involved in another court case with the person in (2)?

No Yes *If yes, check each kind of case and indicate where and when each was filed:*

Kind of Case	County or Tribe Where Filed	Year Filed	Case Number (if known)
<input checked="" type="checkbox"/> Divorce, Nullity, Legal Separation	LASC	2016	BD 641 052
<input type="checkbox"/> Civil Harassment			
<input type="checkbox"/> Domestic Violence			
<input type="checkbox"/> Criminal			
<input type="checkbox"/> Juvenile, Dependency, Guardianship			
<input type="checkbox"/> Child Support			
<input type="checkbox"/> Parentage, Paternity			
<input type="checkbox"/> Other (specify):			

Check here if you need more space. Attach a sheet of paper and write "DV-100, Other Court Cases" for a title.

b. Are there any domestic violence restraining/protective orders now (criminal, juvenile, family)?

No Yes *If yes, attach a copy if you have one.*

Check the orders you want.

6 Personal Conduct Orders

I ask the court to order the person in (2) not to do the following things to me or anyone listed in (3):

- a. Harass, attack, strike, threaten, assault (sexually or otherwise), hit, follow, stalk, molest, destroy personal property, disturb the peace, keep under surveillance, impersonate (on the Internet, electronically or otherwise), or block movements
- b. Contact, either directly or indirectly, in any way, including but not limited to, by telephone, mail or e-mail or other electronic means

The person in (2) will be ordered not to take any action to get the addresses or locations of any protected person unless the court finds good cause not to make the order.

7 Stay-Away Order

a. I ask the court to order the person in (2) to stay at least 100 yards away from (check all that apply):

- Me My vehicle
- My home The child(ren)'s school or child care
- My job or workplace Each person listed in (3)
- My school Other (specify):

b. If the person listed in (2) is ordered to stay away from all the places listed above, will he or she still be able to get to his or her home, school, job, workplace, or vehicle? Yes No (If no, explain):

8 Move-Out Order

(If the person in (2) lives with you and you want that person to stay away from your home, you must ask for this move-out order.)

I ask the court to order the person in (2) to move out from and not return to (address):

849 S. Broadway Avenue, Los Angeles, CA 90014

I have the right to live at the above address because (explain):

marital residence

This is not a Court Order.

9 Guns or Other Firearms and Ammunition

I believe the person in (2) owns or possesses guns, firearms, or ammunition. Yes No I don't know
If the judge approves the order, the person in (2) will be ordered not to own, possess, purchase or receive a firearm or ammunition. The person will be ordered to sell to, or store with, a licensed gun dealer, or turn in to law enforcement, any guns or firearms that he or she owns or possesses.

10 Record Unlawful Communications

I ask for the right to record communications made to me by the person in (2) that violate the judge's orders.

11 Care of Animals

I ask for the sole possession, care, and control of the animals listed below. I ask the court to order the person in (2) to stay at least 100 yards away from and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of the following animals: _____

Pistol, Yorkshire Terrier

I ask for the animals to be with me because: It is my pet.

12 Child Custody and Visitation

- a. I do not have a child custody or visitation order and I want one.
- b. I have a child custody or visitation order and I want it changed.

If you ask for orders, you must fill out and attach Form DV-105, Request for Child Custody and Visitation Orders.

You and the other parent may tell the court that you want to be legal parents of the children (use Form DV-180, Agreement and Judgment of Parentage).

13 Child Support (Check all that apply):

- a. I do not have a child support order and I want one.
- b. I have a child support order and I want it changed.
- c. I now receive or have applied for TANF, Welfare, CalWORKS, or Medi-Cal.

If you ask for child support orders, you must fill out and attach Form FL-150, Income and Expense Declaration or Form FL-155, Financial Statement (Simplified).

14 Property Control

I ask the court to give *only* me temporary use, possession, and control of the property listed here:

Real property located at 849 S. Broadway Avenue, Los Angeles, CA 90014

15 Debt Payment

I ask the court to order the person in (2) to make these payments while the order is in effect:

Check here if you need more space. Attach a sheet of paper and write "DV-100, Debt Payment" for a title.

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

16 Property Restraint

I am married to or have a registered domestic partnership with the person in (2). I ask the judge to order that the person in (2) not borrow against, sell, hide, or get rid of or destroy any possessions or property, except in the usual course of business or for necessities of life. I also ask the judge to order the person in (2) to notify me of any new or big expenses and to explain them to the court.

This is not a Court Order.

17 **Spousal Support**

I am married to or have a registered domestic partnership with the person in ② and no spousal support order exists. I ask the court to order the person in ② to pay spousal support. *(You must complete, file, and serve Form FL-150, Income and Expense Declaration, before your hearing).*

18 **Insurance**

I ask the court to order the person in ② NOT to cash, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or coverage held for the benefit of me or the person in ②, or our child(ren), for whom support may be ordered, or both.

19 **Lawyer's Fees and Costs**

I ask that the person in ② pay some or all of my lawyer's fees and costs.
You must complete, file, and serve Form FL-150, Income and Expense Declaration, before your hearing.

20 **Payments for Costs and Services**

I ask the court to order the person in ② to pay the following:
You can ask for lost earnings or your costs for services caused directly by the person in ② (damaged property, medical care, counseling, temporary housing, etc.). You must bring proof of these expenses to your hearing.

Pay to: _____ For: _____ Amount: \$ _____
Pay to: _____ For: _____ Amount: \$ _____

21 **Batterer Intervention Program**

I ask the court to order the person listed in ② to go to a 52-week batterer intervention program and show proof of completion to the court.

22 **Other Orders**

What other orders are you asking for? 52-weeks of anger management courses.

Check here if you need more space. Attach a sheet of paper and write "DV-100, Other Orders" for a title.

23 **Time for Service (Notice)**

The papers must be personally served on the person in ② at least five days before the hearing, unless the court orders a shorter time for service. If you want there to be fewer than five days between service and the hearing, explain why below. For help, read Form DV-200-INFO, "What Is Proof of Personal Service?"

24 **No Fee to Serve (Notify) Restrained Person**

If you want the sheriff or marshal to serve (notify) the restrained person about the orders for free, ask the court clerk what you need to do.

25 **Court Hearing**

The court will schedule a hearing on your request. If the judge does not make the orders effective right away ("temporary restraining orders"), the judge may still make the orders after the hearing. If the judge does not make the orders effective right away, you can ask the court to cancel the hearing. Read Form DV-112, *Waiver of Hearing on Denied Request for Temporary Restraining Order*, for more information.

This is not a Court Order.

26 Describe Abuse

Describe how the person in (2) abused you. Abuse means to intentionally or recklessly cause or attempt to cause bodily injury to you; or to place you or another person in reasonable fear of imminent serious bodily injury; or to harass, attack, strike, threaten, assault (sexually or otherwise), hit, follow, stalk, molest, keep you under surveillance, impersonate (on the Internet, electronically or otherwise), batter, telephone, or contact you; or to disturb your peace; or to destroy your personal property. (For a complete definition, see Fam. Code, §§ 6203, 6320.)

- a. Date of most recent abuse: 5/21/2016
- b. Who was there? Self, respondent
- c. Describe how the person in (2) abused you or your child(ren):
See attached Declaration of Petitioner Amber Laura Depp

Check here if you need more space. Attach a sheet of paper and write "DV-100, Recent Abuse" for a title.

- d. Did the person in (2) use or threaten to use a gun or any other weapon? No Yes (If yes, describe):

- e. Describe any injuries: See attached Declaration and Exhibits

- f. Did the police come? No Yes
If yes, did they give you or the person in (2) an Emergency Protective Order? Yes No I don't know
Attach a copy if you have one.

The order protects you or the person in (2)

- g. Has the person in (2) abused you (or your children) other times?
If yes, check here and use Form DV-101, Description of Abuse or describe any previous abuse on an attached sheet of paper and write "DV-100, Previous Abuse" for a title.

27 Other Persons to Be Protected

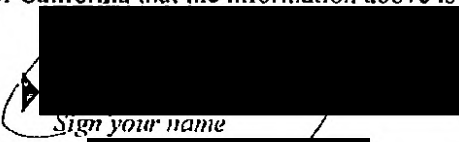
The persons listed in item (3) need an order for protection because (describe): _____

28 Number of pages attached to this form, if any: _____

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

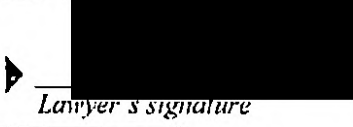
Date: May 26, 2016

AMBER LAURA DEPP
Type or print your name


Sign your name

Date: May 26, 2016

SAMANTHA F. SPECTOR, ESQ.
Lawyer's name, if you have one


Lawyer's signature

This is not a Court Order.

**DECLARATION OF PETITIONER
AMBER LAURA DEPP**

2 ATTACHMENT TO FORM DV-100

3 DECLARATION OF AMBER LAURA DEPP

4 I, AMBER LAURA DEPP, declare as follows:

5 1. I am the Petitioner herein. I have firsthand personal knowledge of the facts stated
6 herein and if called as a witness, I could and would competently testify thereto.

7 2. I submit this declaration in support of my Request for CLETS Domestic Violence
8 Restraining Orders against Respondent John Christopher Depp II aka Johnny Depp ("Johnny").
9 I am also requesting *pendente lite* spousal support, exclusive possession of the residence located
10 at 849 S. Broadway in downtown Los Angeles ("Broadway residence"), exclusive possession of
11 the 2015 Range Rover vehicle, and attorneys' fees.

12 3. Johnny and I began living together in or about 2012, and we were married on
13 February 3, 2015. We do not have any children together.

14 4. During the entirety of our relationship, Johnny has been verbally and physically
15 abusive to me. I endured excessive emotional, verbal and physical abuse from Johnny, which
16 has included angry, hostile, humiliating and threatening assaults to me whenever I questioned
17 his authority or disagreed with him.

18 5. Johnny has a long-held and widely-acknowledged public and private history of
19 drug and alcohol abuse. He has a short fuse. He is often paranoid and his temper is
20 exceptionally scary for me as it has proven many times to be physically dangerous and/or life-
21 threatening to me. Johnny relationship with reality oscillates, depending upon his interaction with
22 alcohol and drugs. As Johnny's paranoia, delusions and aggression increased throughout our
23 relationship so has my awareness of his continued substance abuse. Because of this, I am
24 extremely afraid of Johnny and for my safety. I am petrified he will return at any moment to the
25 Broadway residence, to which he has full access to despite my repeated pleas to his security
26 team to prevent otherwise and to protect me, if restraining orders are not immediately issued.
27 I strongly believe that in addition to DVROs, Johnny also requires enrollment in anger
28 management courses and a Batterer's intervention program.

2 Recent Events Supporting the Basis of the Instant DVRO Request

3 6. Since early 2013 and throughout the entirety of our marriage, Johnny and I have
4 resided at the Broadway residence. The residence is comprised of connected units. I am
5 requesting exclusive possession and use of the 3 unit condominium (i.e., Units 3, 4 and 5).

6 7. On April 21, 2016, I celebrated my birthday with my friends at the Broadway
7 residence. As everyone was preparing to leave my birthday party, Johnny showed up, inebriated
8 and high. After my guests had left, Johnny and I had a discussion about his absence from my
9 birthday celebration which deteriorated into a bad argument that started with Johnny throwing a
10 magnum size bottle of champagne at the wall and a wine glass on me and the floor --both which
11 shattered. Johnny then grabbed me by the shoulders and pushed me onto the bed, blocking the
12 bedroom door. He then grabbed me by the hair and violently shoved me to the floor. Johnny was
13 also screaming and threatening me, taunting me to stand up. After several minutes, Johnny
14 stormed out of the condominium, but not before tossing aside and breaking nearly everything in
15 his path.

16 8. I did not see Johnny again for another month.

17 9. The next time I saw him was on May 21, 2016. He arrived at the Broadway
18 residence at approximately 7:15 p.m. He was inebriated and high. At the time of Johnny's arrival,
19 my friend Elizabeth Marz was present, along with my friend Raquel Rose Pennington and her
20 fiancé Joshua Drew who live in the adjacent apartment at the Broadway residence.

21 10. When Johnny arrived, at first, we were having a peaceful conversation in our living
22 room talking about his mother's passing as I tried to comfort him while we sat on the couch.
23 Suddenly, he began obsessing about something that was untrue and his demeanor changed
24 dramatically. He became extremely angry. I tried to calm Johnny down by calling one of his
25 trusted employees to alleviate his misplaced concerns, but it did not work.

26 11. Johnny was becoming increasingly enraged. I began to have concerns for my
27 safety and sent a text to my friend Raquel who was in the condominium next door. I texted her
28 to ask her to come over. As Johnny continued to rant in an aggressive and incoherent manner,

2 he then demanded we call our friend iO Tillet Wright ("iO") to prove his paranoid and irrational
3 accusations about some delusional idea he was having.

4 12. As my call to iO went through on speaker phone, Johnny ripped the cell phone
5 from my hand and began screaming profanities and insults at iO. I heard iO yell at me to get out
6 of the house. Johnny then grabbed the cell phone, wound up him arm like a baseball pitcher and
7 threw the cell phone at me striking my cheek and eye with great force.

8 13. I immediately covered my face and was crying because of the pain resulting from
9 the phone hitting me. Johnny charged at me, insisting on seeing my face. He taunted me,
10 challenged whether or not the cell phone actually hit me. He then forcefully pulled back my hair
11 as I attempted to stand up from the sofa. I then yelled out "Call 911" – hoping it would be heard
12 by iO who was still on the phone. Johnny continued screaming at me, pulling my hair, striking me
13 and violently grabbing my face.

14 14. Raquel entered the condominium using the key I had previously provided to her.
15 I then escaped Johnny's grasp as he momentarily seemed distracted by Raquel's entrance.

16 15. Johnny then charged me again after I had moved to the other side of the room.
17 Raquel ran in between us and begged Johnny to stop. He then slapped away her arms that she
18 had extended in a defensive manner and continued to yell obscenities at her.

19 16. I retreated to the couch. Raquel then came over to covered me in a protectively
20 posture, while Johnny then picked up the magnum size bottle of wine he had been drinking out
21 of, and he started swinging it around, smashing everything he could.

22 17. Johnny then stormed at me once again, demanding that I get up and stand. He
23 did this – about ten times – getting closer to me, louder and more threatening each time.
24 Johnny's security team, that included, Judge Jerry, entered the condominium at this time, but they
25 stood back without saying or doing anything. I yelled to Jerry to please help me and told him that
26 if Johnny hit me one more time I was going to call the police. I heard Jerry say, "Boss, Please."
27 But Johnny continued screaming and breaking things, finally leaving the condominium.

28 18. As Johnny went down the hallway, he smashed another bottle of wine and then

2 went into the adjoining condominium unit I use as my office, painting studio and closet. I could
3 hear him destroying items of my personal property as he continued screaming.

4 19. Joshua and Raquel took me into their condominium for safety. Eventually I did not
5 hear Johnny any more.

6 20. Collectively attached hereto as Exhibit "A" are photographs depicting the injuries
7 to my face and the property damage caused by Johnny.

8 21. I live in fear that Johnny will return to the Broadway residence unannounced to
9 terrorize me, physically and emotionally. I require the protection of this Court via the issuance
10 of Domestic Violence restraining orders. There also have been several prior incidents of
11 domestic violence with Johnny, in particular there was one severe incident in December 2015
12 when I truly feared that my life was in danger.

13 22. In addition to the DVROs I am seeking, as I have no place to live other than the
14 Broadway residence (my home for the past two years), I am requesting exclusive use and
15 possession of said property. I also require exclusive use and possession of the Range Rover
16 vehicle, which I am currently using. Further, I am requesting possession of my dog Pistol.

17 23. Although Johnny is extremely wealthy, he refuses to provide me with any direct
18 financial support. Concurrent with this filing I am providing an Income and Expense Declaration.
19 I am requesting \$50,000 a month as and for *pendente lite* spousal support based on our marital
20 lifestyle.

21 24. Except as to that which is based on information and belief, I have personal
22 knowledge of the matters set forth herein and, and if sworn as a witness, I could and would
23 competently testify thereto. This declaration is being submitted in lieu of personal testimony
24 pursuant to *Code of Civil Procedure* §§ 2009 and 2015.5, *California Rules of Court*, Rule 5.118(f),
25 and *Reifler v. Superior Court* (1974) 39 Cal.App.3d 479.

26 I declare, under penalty of perjury pursuant to the laws of the State of California, that the
27 foregoing is true and correct. Executed this 26th day of May, 2016 at Los Angeles, California

28 see signature on DV-100 form
AMBER LAURA DEPP

**DECLARATION OF
RAQUEL ROSE PENNINGTON**

2 ATTACHMENT TO FORM DV-100

3 DECLARATION OF RAQUEL ROSE PENNINGTON

4 I, RAQUEL ROSE PENNINGTON, declare as follows:

5 1. I have firsthand personal knowledge of the facts stated herein and if called as a
6 witness, I could and would competently testify thereto.

7 2. I submit this declaration in support of Petitioner AMBER LAURA DEPP's ("Amber")
8 Request for CLETS Domestic Violence Restraining Orders against Respondent John Christopher
9 Depp II aka Johnny Depp ("Johnny").

10 3. I have been friends with Amber since 2003. My fiancé Joshua Drew and I live in
11 one of the condominiums located at 849 South Broadway in Los Angeles. I have a key to the
12 condominium units which Amber shares with Johnny.

13 4. On May 21, 2016, I was in my condominium with Joshua when I received a text
14 message from Amber at approximately 8:06 p.m., asking me to come over to her condominium
15 unit.

16 5. I immediately went over to Amber's place. When I got to the door, I could hear
17 Amber and Johnny arguing inside. I knocked on the locked door, but there was no answer, so
18 I quickly ran back to my apartment to get my key to open Amber's door.

19 6. I returned to Amber's condominium less than a minute later. When I opened the
20 door, I saw Amber by the couch in the living room covering her head with her arms and hands,
21 as Johnny was loudly screaming at her.

22 7. I ran over and stood in between Johnny and Amber, begging Johnny to stop yelling
23 at her. I put my hands out in a defensive manner motioning him to stop. Johnny slapped my
24 hands away and screamed foul obscenities at me. I then tried to covered Amber up with my body
25 to protect her from him.

26 8. Johnny picked up a magnum size bottle of wine and began swinging it like a
27 baseball bat. Wine was flying all over the walls, floors and furniture, and he began using the
28 bottle to smash everything he could.

2 9. He then charged at Amber, screaming at her to stand up. He repeatedly yelled
3 at Amber to stand up -- about ten times -- and each time, he got closer, louder and more
4 threatening.

5 10. Johnny's security team then arrived, which included Jerry Judge, but they each
6 stood back and did not say or do anything.

7 11. Amber pleaded with Jerry to help and said that if Johnny hit her one more time she
8 was going to call the police.

9 12. Jerry said "Boss. Please."

10 13. Johnny continued screaming and breaking things, before finally walking out of the
11 apartment and into the hallway where he continued screaming and breaking things.

12 14. I could hear Johnny go into Amber's private condominium, where she keeps her
13 personal belongings and artwork, and continue to scream and break things.

14 15. Joshua came into the condominium unit and together we took Amber into our
15 condominium unit for safety.

16 16. I observed that Amber sustained a significant injury to her right eye as a result of
17 the incident with Johnny, as there was redness and swelling. Amber was crying, shaking and very
18 afraid of Johnny.

19 17. Finally, I heard Johnny leave the premises. I then took pictures of Amber's face
20 which are attached as Exhibit "A" to the Declaration of Amber.

21 18. Many times over the past few years, Amber has confided and complained to me
22 about Johnny's abusing her, both physically and verbally.

23 ///

24 ///

25 ///

26

27

28

2 19. Except as to that which is based on information and belief, I have personal
3 knowledge of the matters set forth herein and, and if sworn as a witness, I could and would
4 competently testify thereto. This declaration is being submitted in lieu of personal testimony
5 pursuant to *Code of Civil Procedure* §§ 2009 and 2015.5, *California Rules of Court*, Rule 5.118(f),
6 and *Reifler v. Superior Court* (1974) 39 Cal.App.3d 479.

7 I declare, under penalty of perjury pursuant to the laws of the State of California, that the
8 foregoing is true and correct. Executed this 27th day of May, 2016 at Los Angeles, California.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

see facsimile signature on next page
RAQUEL ROSE PENNINGTON

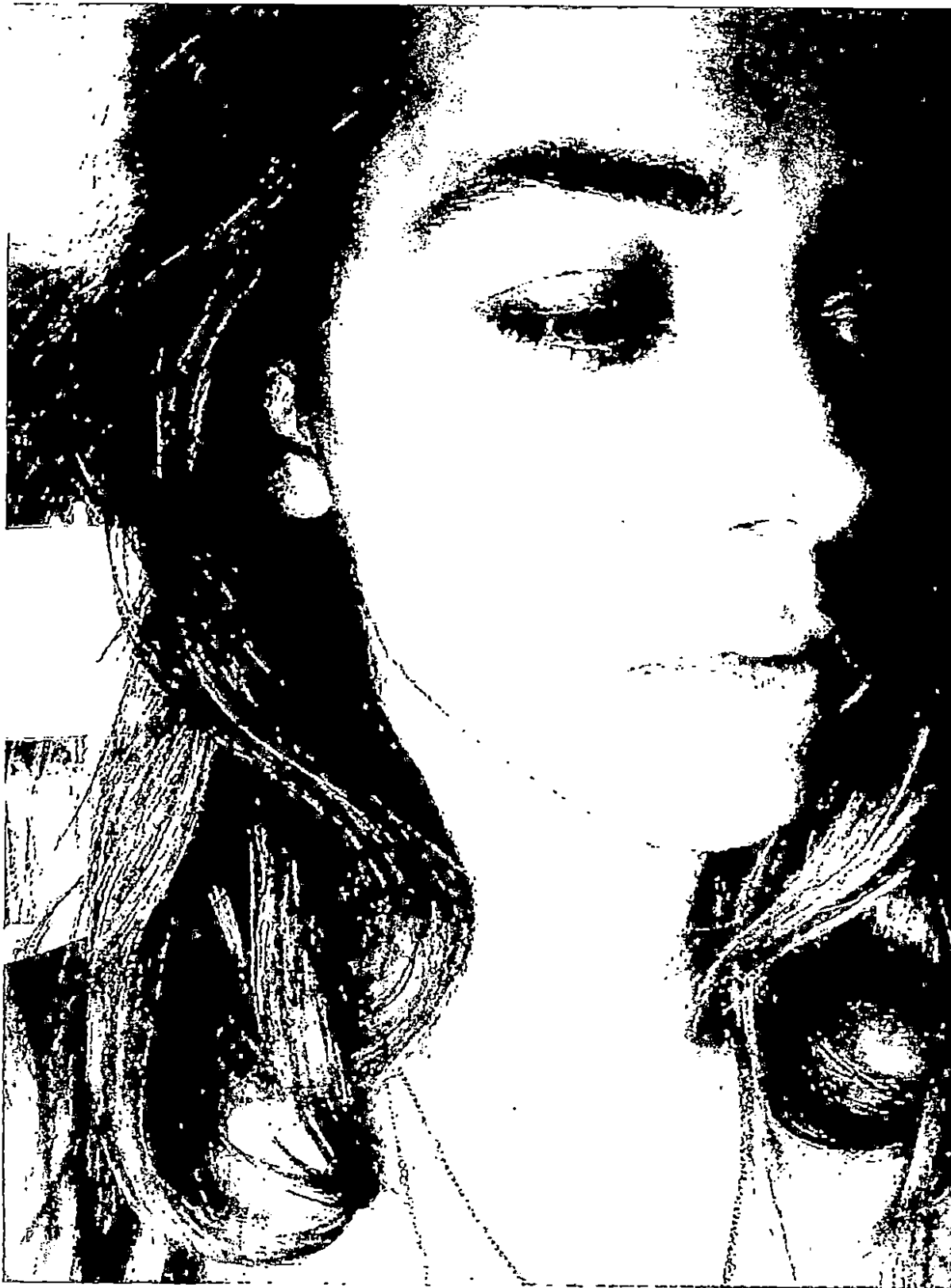
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

19. Except as to that which is based on information and belief, I have personal knowledge of the matters set forth herein and, and if sworn as a witness, I could and would competently testify thereto. This declaration is being submitted in lieu of personal testimony pursuant to *Code of Civil Procedure* §§ 2009 and 2015.5, *California Rules of Court*, Rule 5.118(f), and *Reifler v. Superior Court* (1974) 39 Cal.App.3d 479.

I declare, under penalty of perjury pursuant to the laws of the State of California, that the foregoing is true and correct. Executed this 27th day of May, 2016 at Los Angeles, California.


RAQUEL ROSE PENNINGTON

EXHIBIT A







1 SAMANTHA F. SPECTOR, ESQ. (State Bar 204482)
2 SPECTOR LAW, A Professional Law Corporation
3 1925 Century Park East, Suite 200
4 Los Angeles, California 90067
5 Telephone: 310.282.9478
6 Facsimile: 310.220.3889

7 Attorneys for Petitioner,
8 AMBER LAURA DEPP

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 27 2016

Sherr R. Carter, Executive Officer/Clerk
By Gestelle Gammage, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 In re the Marriage of:
12 Petitioner: AMBER LAURA DEPP,
13 and
14 Respondent: JOHN CHRISTOPHER
15 DEPP II (AKA JOHNNY
16 DEPP)

CASE NO. BD 641 052

Judge: Hon. Carl H. Moor
Department: 6

DECLARATION OF SAMANTHA F.
SPECTOR, ESQ. RE EX PARTE NOTICE
AND IN SUPPORT OF PETITIONER AMBER
LAURA DEPP'S DVRO REQUEST

Date: May 27, 2016
Time: 8:30 a.m.
Dept.: 6

17
18
19 I, SAMANTHA F. SPECTOR, declare as follows:

20 1. I am an attorney at law duly licensed to practice before all court of the State of
21 California and I am the managing attorney at Spector Law, APLC, attorneys of record for
22 Petitioner, Amber Laura Depp, herein. I have firsthand personal knowledge of the facts stated
23 herein and if called as a witness, I could and would competently testify thereto.

24 EX PARTE NOTICE GIVEN

25 2. On May 26, 2016, at approximately 9:45 a.m., I telephoned Respondent John
26 Christopher Depp II's ("Johnny") counsel, Laura Wasser, Esq. I asked to speak to Ms. Wasser
27 and was told she was not available. I then requested to speak to Samantha Klein, Esq., and was
28 also told she was unavailable. I was then directed to voicemails for both; instead I asked to speak

1 to Ms. Wasser's assistant, Linda Bigbee, and was told she too was unavailable and directed to
2 her voicemail.

3 3. I left a voicemail for Ms. Wasser at 9:45 a.m. and advised her that Petitioner,
4 Amber Laura Depp ("Amber"), would be appearing ex parte at 8:30 a.m. on Friday, May 27, 2016,
5 in Department 6 of the Los Angeles Superior Court located at 111 North Hill Street, Los Angeles,
6 California 90012 on the instant matter. Specifically, I stated that Amber would be requesting a DV
7 CLETS TRO against Respondent John Christopher Depp II ("Johnny"), including requests for: (1)
8 pendente lite spousal support payable by Johnny to Amber; (2) Amber's exclusive use and
9 possession of the 849 S. Broadway residence; (3) exclusive use and possession of the black
10 Range Rover vehicle which Amber is currently driving; (4) Amber's exclusive possession of the
11 dogs, Pistol and Boo; and (5) a contributive payment by Johnny for Amber's attorney fees and
12 accounting costs.

13 4. I then sent a follow-up email to Ms. Wasser stating all of the above in writing, and
14 copying Ms. Klein and Ms. Bigbee. A true and correct copy of my email to Ms. Wasser dated
15 May 26, 2016 at 9:52 a.m., confirming my ex parte notice, is attached hereto as Exhibit "A."

16 5. Thereafter, at approximately 9:59 a.m. I was able to speak directly to Mrs. Klein
17 and I advised her of all of the above via telephone.

18 **ATTEMPTS TO RESOLVE ISSUES PRIOR TO INSTANT EX PARTE AND DVRO REQUEST**

19 6. I attempted to resolve this matter with Johnny's counsel prior to giving notice for
20 the instant Request for Order re: Domestic Violence Restraining Orders.

21 7. On May 24, 2016, I sent a letter to Johnny's business attorney, Jacob A. Bloom.
22 I stated that, although Amber had been attacked and remained in fear for her safety, given the
23 notoriety of both parties and the high likelihood of press harassment, Amber would prefer to settle
24 the matter amicably out of Court. A true and correct copy of my letter to Mr. Bloom dated May
25 24, 2016, is attached hereto as Exhibit "B."

26 I declare, under penalty of perjury pursuant to the laws of the State of California, that the
27 foregoing is true and correct. Executed this 27th day of May 2016 at Los Angeles, California.

28 
SAMANTHA F. SPECTOR

EXHIBIT A

Samantha F. Spector

From: Samantha F. Spector
Sent: Thursday, May 26, 2016 9:52 AM
To: Laura Wasser
Cc: 'Samantha Klein'; 'Linda Bigbee'
Subject: Marriage of Depp - EX PARTE NOTICE 5/27/2016 8:30 am Dept 6 LASC

Hi Laura,

I called your office and requested to speak to you as well as to Samantha Klein. I was directed to each of your respective voicemails. I then asked to speak to your assistant Linda Bigbee and, in turn, received her voicemail as well.

Thus, as a follow up to my voicemail message left for you this morning at 9:45 am, I am confirming I have provided you with ex parte notice that we will be appearing on behalf of Amber Depp tomorrow, May 27, 2016 at 8:30 am in Dept. 6 of the Los Angeles Superior Court located at 111 North Hill Street, Los Angeles, CA 90012, before the Honorable Carl H. Moor, on an ex parte application to seeks a DV CLETS TRO order against Johnny Depp which will include requests for (1) pendente lite spousal support payable by Johnny to Amber; (2) Amber's exclusive use and possession of the 849 S. Broadway residence; (3) exclusive use and possession of the black Range Rover vehicle which Amber is currently driving; (4) Amber's exclusive possession of the dogs, Pistol and Boo; and (5) a contributive payment by Johnny for Amber's attorney fees and accounting costs.

Best,
Samantha

Samantha F. Spector, Esq. | Partner
SPECTOR LAW, A Professional Law Corporation
1925 Century Park East, Suite 200
Los Angeles, California 90067
310.282.9478 | Office
310.220.3889 | Fax



NOTICE: This e-mail (including any files transmitted with it) is being sent by a law firm. It is intended only for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise exempt from disclosure under applicable Federal or State Law. If you are not the named addressee or the employee or agent responsible for delivering this e-mail to the named addressee, be advised that you have received this e-mail in error and you are prohibited from any dissemination, distribution or copying of this e-mail. If you have received this e-mail in error, please immediately contact the sender by reply e-mail, telephone, or facsimile.

EXHIBIT B

EXHIBIT B



SPECTOR LAW

1025 Century Park East, Suite 200, Los Angeles, California 90067 310.282.9178 tel | 310.224.3889 fax

SAMANTHA SPECTOR
SPECTORLAW.COM

May 24, 2016

VIA EMAIL AND U.S. MAIL

Jacob A. Bloom, Esq.
Bloom Hergott Diemer Rosenthal LaViolette
Feldman Schenkman Goodman, LLP
150 South Rodeo Drive, Third Floor
Beverly Hills, CA 90212
Email: jab@bhdl.com

Re: In re Marriage of Depp

Dear Mr. Bloom:

Please be advised that our firm has filed a Petition for Dissolution of Marriage on behalf of Amber Depp.

As you may be aware, your client and Amber's husband, Johnny Depp, violently attacked and threatened Amber on Saturday night, May 21st, in their penthouse apartment located at 849 S. Broadway. There are several witnesses to this particular incident, and there are photographs depicting the property damage Johnny caused, as well as the physical injuries he inflicted on Amber.

Unfortunately, this is not the first incident of domestic violence perpetrated by Johnny against Amber. In fact, there have been two other incidents in the past six months. Although Amber is afraid of Johnny, she strongly insists that we do everything possible to keep this personal matter out of the media spotlight, which is why she has not yet sought a CLETS DV TRO and why we did not arrange for Johnny to have been personally served at last night's movie premiere.

Amber wishes to work quickly towards a private and amicable resolution of all matters, but she will need Johnny's immediate cooperation to do so. To this end, please have Johnny promptly sign and return by Friday, May 27, 2016, the enclosed Notice and Acknowledgment of Receipt form (FL-117 form) confirming service of the Summons, Petition, Family Law Case Cover Sheet and blank Response (FL-120 form). If the requested Notice is not signed and the original executed form is not returned to me by May 27th, we will have no alternative but to arrange for Johnny to be personally served.

In addition, we are requesting on Amber's behalf the following: (i) appropriate *pendente lite* support; (ii) exclusive use and possession of the black Range Rover, the vehicle she is currently

driving, with Johnny to continue to make all payments for any encumbrances thereon; (iii) exclusive use and possession of 849 S. Broadway, Penthouse Nos. 1, 3 and 5 with Johnny to continue to pay mortgage, utilities, etc. associated therewith; and (iv) a contribution towards her reasonable and necessary attorney's fees in the amount of \$100,000 and \$25,000 for forensic accounting costs, to be paid to my firm by close of business (5:00 pm) on May 27, 2016.

Further, I believe it would be beneficial for all if this case was assigned to a private retired judicial officer for all purposes. My proposed list of private retired judicial officers is as follows: Hon. Gretchen Taylor, Hon. Robert Schneider or Hon. Melinda Johnson. The fees of the judicial officer can be paid with funds from the parties' community estate. Kindly let me know at your earliest convenience if you and your client are agreeable to doing so as well as which judicial officers are acceptable. Upon hearing from you, I will have my assistant obtain rates and availabilities.

We are indeed hopeful that we can swiftly work out mutually acceptable short and long term solutions outside of the public eye.

Thank you. I look forward to your prompt follow up and reply.

VERY TRULY YOURS,
SPECTOR LAW, APLC



SAMANTHA F. SPECTOR

SFS:ks
Enclosures
cc: Client

EXHIBIT 35

DV-109

Notice of Court Hearing

Clerk stamps date here when form is filed.

FILED
Superior Court of California
County of Los Angeles

MAY 27 2016

Sherril B. Carter, Executive Officer/Clerk
By: [Redacted] Deputy
Gestelle Gambrige

Fill in court name and street address:

Superior Court of California, County of
LOS ANGELES
111 NORTH HILL STREET
111 NORTH HILL STREET
LOS ANGELES, CA 90012
CENTRAL

Clerk fills in case number when form is filed.

Case Number:
BD 641 052

1 Name of Person Asking for Order:

AMBER LAURA DEPP

Your lawyer in this case (if you have one):

Name: SAMANTHA E SPECTOR State Bar No.: 204482

Firm Name: SPECTOR LAW, A PROFESSIONAL LAW CORPORATION

Address (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):

Address: 1925 CENTURY PARK EAST, SUITE 200

City: LOS ANGELES State: CA Zip: 90067

Telephone: (310) 282-9478 Fax: (310) 220-3889

E-Mail Address: SS@SPECTORLAWFIRM.COM

2 Name of Person to Be Restrained:

JOHN CHRISTOPHER DEPP II (AKA JOHNNY DEPP)

The court will fill out the rest of this form.

3 Notice of Court Hearing

A court hearing is scheduled on the request for restraining orders against the person in **2**.

Hearing Date	Date:	<u>6/17/16</u>	Time:	<u>8:30 am</u>	Name and address of court if different from above:
	Dept.:	<u>6</u>	Room:	<u>543</u>	

4 Temporary Restraining Orders (any orders granted are attached on Form DV-110)

a. Temporary restraining orders for personal conduct, stay away, and protection of animals, as requested in Form DV-100, *Request for Domestic Violence Restraining Order*, are:

- (1) All granted until the court hearing
- (2) All denied until the court hearing (specify reasons for denial in (b)):
- (3) Partly granted and partly denied until the court hearing (specify reasons for denial in (b)):

b. Requested temporary restraining orders for personal conduct, stay away, and protection of animals are denied because:

- (1) The facts as stated in form DV-100 do not show reasonable proof of a past act or acts of abuse. (Family Code, §§ 6320 and 6320.5)
- (2) The facts do not describe in sufficient detail the most recent incidents of abuse, such as what happened, the dates, who did what to whom, or any injuries or history of abuse.
- (3) Further explanation of reason for denial, or reason not listed above:

Insufficient showing of need to protect pet dog.

This is a Court Order.

Judicial Council of California, www.courts.ca.gov
Revised January 1, 2012. Mandatory Form
Family Code, § 242, Approved by DOJ

**Notice of Court Hearing
(Domestic Violence Prevention)**

DV-109, Page 1 of 3



Case Number:
BD 641 052

5 Service of Documents and Time for Service—for Person in ①

At least five or _____ days before the hearing, someone age 18 or older—not you or anyone else to be protected—must personally give (serve) a court's file-stamped copy of this form (DV-109, *Notice of Court Hearing*) to the person in ② along with a copy of all the forms indicated below:

- a. Form DV-100, *Request for Domestic Violence Restraining Order*, (file-stamped) with applicable attachments
- b. Form DV-110, *Temporary Restraining Order* (file-stamped) with applicable attachments if granted by the judge
- c. Form DV-120, *Response to Request for Domestic Violence Restraining Order* (blank form)
- d. Form DV-250, *Proof of Service by Mail* (blank form)
- e. Other (specify): _____

Date: MAY 27 2010

Judicial Officer

CARL H. MOOR

Right to Cancel Hearing: Information for the Person in ①

- If item ④ (a)(2) or ④ (a)(3) is checked, the judge has denied some or all of the temporary orders you requested until the court hearing. The judge may make the orders you want after the court hearing. You can keep the hearing date, or you can cancel your request for orders so there is no court hearing.
- If you want to cancel the hearing, use Form DV-112, *Waiver of Hearing on Denied Request for Temporary Restraining Order*. Fill it out and file it with the court as soon as possible. You may file a new request for orders, on the same or different facts, at a later time.
- If you cancel the hearing, do not serve the documents listed in item ⑤ on the other person.
- If you want to keep the hearing date, you must have all of the documents listed in item ⑤ served on the other person within the time listed in item ⑤.
- At the hearing, the judge will consider whether denial of any requested orders will jeopardize your safety and the safety of children for whom you are requesting custody or visitation.
- You must come to the hearing if you want the judge to make restraining orders or continue any orders already made. If you cancel the hearing or do not come to the hearing, any restraining orders made on Form DV-110 will end on the date of the hearing.

To the Person in ①

- The court cannot make the restraining orders after the court hearing unless the person in ② has been personally given (served) a copy of your request and any temporary orders. To show that the person in ② has been served, the person who served the forms must fill out a proof of service form. Form DV-200, *Proof of Personal Service* may be used.
- For information about service, read Form DV-210-INFO, *What Is "Proof of Personal Service"?*
- If you are unable to serve the person in ② in time, you may ask for more time to serve the documents. Read Form DV-115-INFO, *How to Ask for a New Hearing Date*.

This is a Court Order.

Notice of Court Hearing
(Domestic Violence Prevention)

DV-109, Page 2 of 3

Revised January 1, 2012



Case Number:
BD 641 052

To the Person in 2

- If you want to respond in writing, mail a copy of your completed Form DV-120, *Response to Request for Domestic Violence Restraining Order*, to the person in 1 and file it with the court. You cannot mail Form DV-120 yourself. Someone age 18 or older—not you—must do it.
- To show that the person in 1 has been served by mail, the person who mailed the forms must fill out a proof of service form. Form DV-250, *Proof of Service by Mail*, may be used. File the completed form with the court before the hearing and bring it with you to the hearing.
- For information about responding to a restraining order and filing your answer, read Form DV-120-INFO, *How Can I Respond to a Request for Domestic Violence Restraining Order?*
- Whether or not you respond in writing, go to the court hearing if you want the judge to hear from you before making orders. You may tell the judge why you agree or disagree with the orders requested. You may bring witnesses and other evidence.
- At the hearing, the judge may make restraining orders against you that could last up to five years.
- The judge may also make other orders about your children, child support, spousal support, money, and property and may order you to turn in or sell any firearms that you own or possess.



Request for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to www.courts.ca.gov/forms for *Request for Accommodations by Persons With Disabilities and Response* (Form MC-410). (Civil Code, § 54.8.)

(Clerk will fill out this part.)

—Clerk's Certificate—

I certify that this *Notice of Court Hearing* is a true and correct copy of the original on file in the court.

Date: MAY 27 2016 Clerk, by  Deputy

Gestelle Gammage



This is a Court Order.

Revised January 1, 2012



Notice of Court Hearing
(Domestic Violence Prevention)

DV-109, Page 3 of 3

DV-110 Temporary Restraining Order

Person in ① must complete items ①, ②, and ③ only.

① Name of Protected Person:
AMBER LAURA DEPP

Your lawyer in this case (if you have one):

Name: SAMANTHA E. SPECTOR State Bar No.: 204482

Firm Name: SPECTOR LAW, A PROFESSIONAL LAW CORPORATION

Address (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):

Address: 1925 CENTURY PARK EAST, SUITE 200

City: LOS ANGELES State: CA Zip: 90067

Telephone: (310) 282-9478 Fax: (310) 220-3889

E-mail Address: SS@SPECTORLAWFIRM.COM

② Name of Restrained Person:
JOHN CHRISTOPHER DEPP IT (AKA JOHNNY DEPP)

Description of restrained person:

Sex: M F Height: 5'10" Weight: 175 Hair Color: BLACK Eye Color: BROWN
 Race: WHITE Age: 52 Date of Birth: [REDACTED]
 Address (if known): _____
 City: _____ State: _____ Zip: _____
 Relationship to protected person: HUSBAND

③ Additional Protected Persons

In addition to the person named in ①, the following persons are protected by temporary orders as indicated in items ⑥ and ⑦ (family or household members):

Full name	Relationship to person in ①	Sex	Age
_____	_____	_____	_____
_____	_____	_____	_____

Check here if there are additional protected persons. List them on an attached sheet of paper and write "DV-110, Additional Protected Persons" as a title.

The court will complete the rest of this form.

④ Court Hearing

This order expires at the end of the hearing stated below:

Hearing Date: June 17, 2016 Time: 8:30 a.m. p.m.

This is a Court Order.

Temporary Restraining Order
 (CLETS-TRO)
 (Domestic Violence Prevention)

DV-110, Page 1 of 6 →

Clerk stamps date here when form is filed.

FILED
 Superior Court of California
 County of Los Angeles

MAY 27 2016

Sherril B. Gader, Executive Officer/Clerk
 By: [REDACTED] Deputy
 Gestelle Garinaga

Fill in court name and street address:

Superior Court of California, County of
 LOS ANGELES
 111 NORTH HILL STREET
 111 NORTH HILL STREET
 LOS ANGELES, CA 90012
 CENTRAL

Court fills in case number when form is filed.

Case Number:
 BD 641 052

Case Number:
BD 641 052

5 Criminal Protective Order

- a. A criminal protective order on Form CR-160, *Criminal Protective Order—Domestic Violence*, is in effect.
Case Number: _____ County: _____ Expiration Date: _____
- b. No information has been provided to the judge about a criminal protective order.

To the person in 2

The court has granted the temporary orders checked below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

6 Personal Conduct Orders Not requested Denied until the hearing Granted as follows:

- a. You must not do the following things to the person in 1 and persons in 3:
 - Harass, attack, strike, threaten, assault (*sexually or otherwise*), hit, follow, stalk, molest, destroy personal property, disturb the peace, keep under surveillance, impersonate (*on the Internet, electronically or otherwise*), or block movements
 - Contact, either directly or indirectly, in any way, including but not limited to, by telephone, mail, e-mail or other electronic means
 - Take any action, directly or through others, to obtain the addresses or locations of the persons in 1 and 3. (*If this item is not checked, the court has found good cause not to make this order.*)
- b. Peaceful written contact through a lawyer or process server or another person for service of Form DV-120 (*Response to Request for Domestic Violence Restraining Order*) or other legal papers related to a court case is allowed and does not violate this order.
- c. Exceptions: Brief and peaceful contact with the person in 1, and peaceful contact with children in 3, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

7 Stay-Away Order Not requested Denied until the hearing Granted as follows:

- a. You must stay at least (*specify*): 100 yards away from (*check all that apply*):

<input checked="" type="checkbox"/> The person in 1	<input type="checkbox"/> School of person in 1
<input type="checkbox"/> The persons in 3	<input type="checkbox"/> The children's school or child care
<input checked="" type="checkbox"/> Home of person in 1	<input type="checkbox"/> Other (<i>specify</i>): _____
<input checked="" type="checkbox"/> The job or workplace of person in 1	_____
<input checked="" type="checkbox"/> Vehicle of person in 1	_____
- b. Exceptions: Brief and peaceful contact with the person in 1, and peaceful contact with children in 3, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

8 Move-Out Order Not requested Denied until the hearing Granted as follows:

You must take only personal clothing and belongings needed until the hearing and move out immediately from (*address*): 849 S. Broadway Ave., Los Angeles, CA 90014

This is a Court Order.

9 No Guns or Other Firearms or Ammunition

- a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.
- b. You must:
- Sell to, or store with, a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms within your immediate possession or control. Do so within 24 hours of being served with this order.
 - Within 48 hours of receiving this order, file with the court a receipt that proves guns have been turned in, stored, or sold. (You may use Form DV-800, Proof of Firearms Turned In, Sold, or Stored, for the receipt.) Bring a court filed copy to the hearing.
- c. The court has received information that you own or possess a firearm.

10 Record Unlawful Communications

- Not requested Denied until the hearing Granted as follows:

The person in ① can record communications made by you that violate the judge's orders.

11 Care of Animals Not requested Denied until the hearing Granted as follows:

The person in ① is given the sole possession, care, and control of the animals listed below. The person in ② must stay at least _____ yards away from and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of the following animals: _____

12 Child Custody and Visitation Not requested Denied until the hearing Granted as follows:

Child custody and visitation are ordered on the attached Form DV-140, *Child Custody and Visitation Order* or (specify other form): _____. The parent with temporary custody of the child must not remove the child from California unless the court allows it after a noticed hearing (Fam. Code, § 3063).

13 Child Support

Not ordered now but may be ordered after a noticed hearing.

14 Property Control Not requested Denied until the hearing Granted as follows:

Until the hearing, *only* the person in ① can use, control, and possess the following property:

Real property located at 849 S. Broadway Ave., Los Angeles, CA 90014

15 Debt Payment Not requested Denied until the hearing Granted as follows:

The person in ② must make these payments until this order ends:

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

Pay to: _____ For: _____ Amount: \$ _____ Due date: _____

This is a Court Order.

16 Property Restraint Not requested Denied until the hearing Granted as follows:

If the people in ① and ② are married to each other or are registered domestic partners,
 the person in ① the person in ② must not transfer, borrow against, sell, hide, or get rid of or destroy any property, including animals, except in the usual course of business or for necessities of life. In addition, each person must notify the other of any new or big expenses and explain them to the court. (The person in ② cannot contact the person in ① if the court has made a "no contact" order.)

Peaceful written contact through a lawyer or a process server or other person for service of legal papers related to a court case is allowed and does not violate this order.

17 Spousal Support

Not ordered now but may be ordered after a noticed hearing.

18 Insurance

The person in ① the person in ② is ordered NOT to cash, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or coverage held for the benefit of the parties, or their child(ren), if any, for whom support may be ordered, or both.

19 Lawyer's Fees and Costs

Not ordered now but may be ordered after a noticed hearing.

20 Payments for Costs and Services

Not ordered now but may be ordered after a noticed hearing.

21 Batterer Intervention Program

Not ordered now but may be ordered after a noticed hearing.

22 Other Orders Not requested Denied until the hearing Granted as follows:

Anger Management

Check here if there are additional orders. List them on an attached sheet of paper and write "DV-110, Other Orders" as a title.

23 No Fee to Serve (Notify) Restrained Person

If the sheriff serves this order, he or she will do so for free.

MAY 27 2016

Date:

MAY 27 2016

Judge (or Judicial Officer)

CARL H. MOOR

Warnings and Notices to the Restrained Person in ②

If you do not obey this order, you can be arrested and charged with a crime.

- If you do not obey this order, you can go to jail or prison and/or pay a fine.
- It is a felony to take or hide a child in violation of this order.
- If you travel to another state or to tribal lands or make the protected person do so, with the intention of disobeying this order, you can be charged with a federal crime.

This is a Court Order.

You cannot have guns, firearms, and/or ammunition.



You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, and/or ammunition while the order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to or store with a licensed gun dealer or turn in to a law enforcement agency any guns or other firearms that you have or control. The judge will ask you for proof that you did so. If you do not obey this order, you can be charged with a crime. Federal law says you cannot have guns or ammunition while the order is in effect.

Service of Order by Mail

If the judge makes a restraining order at the hearing, which has the same orders as in this form, you will get a copy of that order by mail at your last known address, which is written in (2). If this address is incorrect, or to find out if the orders were made permanent, contact the court.

Child Custody, Visitation, and Support

- **Child custody and visitation:** If you do not go to the hearing, the judge can make custody and visitation orders for your children without hearing from you.
- **Child support:** The judge can order child support based on the income of both parents. The judge can also have that support taken directly from a parent's paycheck. Child support can be a lot of money, and usually you have to pay until the child is age 18. File and serve a *Financial Statement (Simplified)* (Form FL-155) or an *Income and Expense Declaration* (Form FL-150) if you want the judge to have information about your finances. Otherwise, the court may make support orders without hearing from you.
- **Spousal support:** File and serve an *Income and Expense Declaration* (Form FL-150) so the judge will have information about your finances. Otherwise, the court may make support orders without hearing from you.

Instructions for Law Enforcement

This order is effective when made. It is enforceable by any law enforcement agency that has received the order, is shown a copy of the order, or has verified its existence on the California Law Enforcement Telecommunications System (CLETS). If the law enforcement agency has not received proof of service on the restrained person, and the restrained person was not present at the court hearing, the agency shall advise the restrained person of the terms of the order and then shall enforce it. Violations of this order are subject to criminal penalties.

Arrest Required if Order Is Violated

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Penal Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6.

If the Protected Person Contacts the Restrained Person

Even if the protected person invites or consents to contact with the restrained person, the orders remain in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, §13710(b).)

This is a Court Order.

Case Number:
BD 641 052

Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced according to the following priorities (see Pen. Code, § 136.2, and Fam. Code, §§ 6383(h), 6405(b)):

1. *EPO*: If one of the orders is an *Emergency Protective Order* (Form EPO-001), and it is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No-Contact Order*: If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence in enforcement over any other restraining or protective order.
3. *Criminal Order*: If none of the orders includes a no-contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order*: If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

Child Custody and Visitation

- The custody and visitation orders are on Form DV-140, items (3) and (4). They are sometimes also written on additional pages or referenced in DV-140 or other orders that are not part of the restraining order.
- Forms DV-100 and DV-105 are not orders. Do not enforce them.

Certificate of Compliance With VAWA

This temporary protective order meets all "full faith and credit" requirements of the Violence Against Women Act, 18 U.S.C. § 2265 (1994) (VAWA) upon notice of the restrained person. This court has jurisdiction over the parties and the subject matter; the restrained person has been or will be afforded notice and a timely opportunity to be heard as provided by the laws of this jurisdiction. This order is valid and entitled to enforcement in each jurisdiction throughout the 50 states of the United States, the District of Columbia, all tribal lands, and all U.S. territories, commonwealths, and possessions and shall be enforced as if it were an order of that jurisdiction.



(Clerk will fill out this part.)

-Clerk's Certificate-

I certify that this *Temporary Restraining Order* is a true and correct copy of the original on file in the court.

Date: MAY 27 2016 Clerk, by [Redacted] Deputy
Gestelle Gammage

This is a Court Order.

Revised July 1, 2014



Temporary Restraining Order
(CLETS-TRO)
(Domestic Violence Prevention)

DV-110, Page 6 of 6

EXHIBIT 36

Amber Heard's Ex-Girlfriend Tasya van Ree Speaks Out Following Domestic Abuse Allegations

by LILY HARRISON | Wed., Jun. 8, 2016 12:57 PM



Trending Stories



1 Inside the Undying Fascination With Sharon Tate

GET POP CULTURED!

Enter Your Email

SIGN ME UP!

Daily Weekly

By subscribing to our newsletter you agree to the Privacy Policy and Terms of Use

Heard - MTD Exhibits - 175

LATEST NEWS WATCH FULL EPISODES KARDASHIANS PHOTOS TV VERY CAVALLARI MEGHAN MARKLE

nt at an airport.

The 30-year-old actress was taken into custody and booked for misdemeanor domestic violence after she allegedly struck Ree at the Seattle-Tacoma International airport.

And while the two split years ago, Ree is speaking out in support of her ex-girlfriend.

"In 2009, Amber was wrongfully accused for an incident that was misinterpreted and over-sensationalized by two individuals in a powerful position," her statement, which was obtained by E! News, began.

"I recount hints of misogynistic attitudes toward us which alter appeared to be homophobic when they found out we were domestic partners and not just 'friends.' Charges were quickly dropped and she was released moments later."



Photos Court Appearances

Ree continued, "It's disheartening that Amber's integrity and story are being questioned yet again. Amber is a brilliant, honest and beautiful woman and I have the utmost respect for her. We shared 5 wonderful years together and remain close to this day."

Details of the former couple's past incident went public in the wake of Amber's divorce proceedings with Johnny Depp.

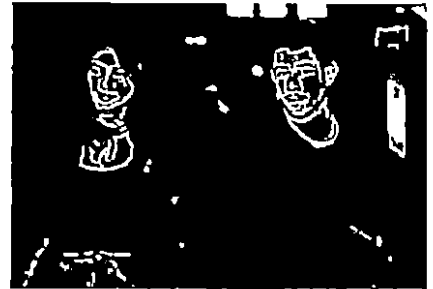
Days after initially filing, she asked the court for a domestic violence restraining order against the actor, which was subsequently granted.

Johnny's rep told E! News at the time, "Given the brevity of this marriage and the most recent and tragic loss of his mother, Johnny will not respond to any of the salacious false stories, gossip, misinformation and lies about his personal life. Hopefully, the dissolution of this short marriage will be resolved quickly."

4 Elisabeth Hasselbeck Tries to Quit The View in Resurfaced Audio

5 Mindy Kaling and BJ Novak Go on a Basketball Outing

LATEST NEWS



The Big Picture: Today's Hot Photos



Was Inside the Untying a Fascinating Way to Make a Connection With Her Friend? Late

GET POP CULTURED!

Enter Your Email

SIGN ME UP!

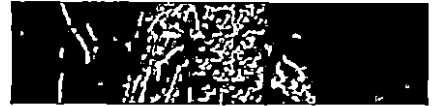
Daily Weekly

By subscribing to our newsletter you agree to the Privacy Policy and Terms of Use

Heard - MTD Exhibits - 176

LATEST NEWS WATCH FULL EPISODES KARDASHIANS PHOTOS TV VERY CAVALLARI MEGHAN MARKLE

Johnny Depp & Amber Heard, Romance Rewind



Kourtney Kardashian and Scott Disick's Family Mindy Kaling and BJ Novak Go on a Basketball Outing



LATEST NEWS



Was Inside the Untidy, Inappropriate Way to Make a Fashion Statement With Sharbatli's Friend

What Is Metro Up To On The Purple Line Extension?

Metro | Sponsored

The Facial That Celebrities Say Takes 10 Years Off Your Face

Think Cool Sculpting Fat Reduction Is Expensive? Think Again (View Prices)

Can't Miss

Pink Claps Back at Internet Trolls for Shaming Son's Body

Featured

Sophia Hutchins Praises "Amazing Loving Partner"

GET POP CULTURED!

Enter Your Email

SIGN ME UP!

Daily Weekly

By subscribing to our newsletter you agree to the Privacy Policy and Terms of Use

Heard - MTD Exhibits - 177

LATEST NEWS WATCH FULL EPISODES KARDASHIANS PHOTOS TV VERY CAVALLARI MEGHAN MARKLE

Kim Kardashian Reveals Possible Family Name for Baby No. 4

J.Lo's a Hustler, Baby!

Featured

Hilaria Baldwin Reveals She Is Most Likely Experiencing a Miscarriage

If Your Cat Vomits (Do This Every Day)

Ultimate Pet Nutrition | Sponsored

Fantastic Apartments in Los Angeles have Seniors Packing Their Bags

The Most Successful Lawyers In Los Angeles. See The List

Latest News



Kourtney Kardashian and Scott Disick's Family Mindy Kaling and BJ Novak Go on a Basketball Outing



LATEST NEWS



Was Inside the Untying Way to Make a Revolution With Sharod's Friend

GET POP CULTURED!

Enter Your Email

SIGN ME UP!

Daily Weekly

By subscribing to our newsletter you agree to the Privacy Policy and Terms of Use

Heard - MTD Exhibits - 178

LATEST NEWS

WATCH FULL EPISODES

KARDASHIANS

PHOTOS

TV

VERY CAVALLARI

MEGHAN MARKLE

WAVEV

Can't Miss

Why Lori Loughlin's "Actress Side" Came Out During Court Appearance

Why Colton Underwood Felt Betrayed By Bachelor Producers

Lindsay Lohan Shading Lea Michele's Ariel Casting?

Lauren London Breaks Her Silence on Nipsey Hussle's Death

Kim Kardashian Shares Fun Family Photo as They Await Baby No. 4

TAGS/ Amber Heard , Legal , Top Stories

Show Comments



Kourtney Kardashian and Scott Disick's Family Mindy Kaling and BJ Novak Go on a Basketball Outing



LATEST NEWS



Was Inside the Untying of the Gordian Knot: A Unique Way to Make a Fascination With Shandor's Friendmate

GET POP CULTURED!

Enter Your Email

SIGN ME UP!

Daily Weekly

By subscribing to our newsletter you agree to the Privacy Policy and Terms of Use

Heard - MTD Exhibits - 179

LATEST NEWS WATCH FULL EPISODES KARDASHIANS PHOTOS TV VERY CAVALLARI MEGHAN MARKLE



About Us FAQ Careers Contact Us Site Map Apps Cookie Policy Show Schedule Closed Captioning E! Now

Advertise AdChoices RSS Feeds People's Choice | People's Choice FAQ

Got a News Tip? [Click Here](#)

E! Online - Your source for entertainment news, celebrities, celeb news, and celebrity gossip. Check out the hottest fashion, photos, movies and TV shows!

New Privacy Policy | Terms of Service | Independent Programming Report | © 2019 E! Entertainment Television, LLC. A Division of NBCUniversal. All rights reserved.



Was Inside the Untold Story of How to Make a Fascinating With Spandast Friend Fate

GET POP CULTURED!

Enter Your Email

SIGN ME UP!

Daily Weekly

By subscribing to our newsletter you agree to the [Privacy Policy](#) and [Terms of Use](#)

Heard - MTD Exhibits - 180

EXHIBIT 37

Home

Moments

Notifications

Messages



iO Tillett Wright ✓

@iOlovesyou

Follow



BULLSHIT. I've had enough. I saw the bruises. Many times. And the fat lip. And the cut head.

●●● m.tmz.com/#article/2016/ ...

4:55 PM - 6 Jun 2016

124 Retweets 174 Likes



33



124



174



Tweet your reply



JOHNNY DEPP @fuckingjd · 6 Jun 2016

Replying to @iOlovesyou

#ImWithJohnny



11



This Tweet is unavailable



Jamie @Harley_Smash · 7 Jun 2016

Replying to @iOlovesyou

If you saw the evidence, why didn't you call him out? Call the police that you friend was in an domestic violence situation?



3



Karen Olsen @Virgofolkie · 7 Jun 2016

Replying to @iOlovesyou

I'm not an attorney; but this seems weird to me from a legal standpoint. Such material is usually only shared between attorneys.



4



wyntersolstice @SkChavonneWitch · 7 Jun 2016

Heard - MTD Exhibits - 182





iO Tillett Wright ✓

@iOlovesyou

Follow

How much evidence does a woman need to present?! She has photos, texts, witnesses, and filed a restraining order.

4:56 PM - 6 Jun 2016

201 Retweets 283 Likes



28

201

283



Tweet your reply



Mila @iAirborne · 7 Jun 2016

Replying to @iOlovesyou

A lot more than that & rightfully so - otherwise anyone can send another to jail with a bit of work on a computer.



5



JOHNNY DEPP @fuckingjd · 6 Jun 2016

Replying to @iOlovesyou

#ImWithJohnny



5



This Tweet is unavailable

This Tweet is unavailable



Lili @Liaa09Lil · 7 Jun 2016

Replying to @iOlovesyou

why does she needs spousal support then ?



iO Tillett Wright

@iOlovesyou

Follow

But no...a neighbor asked a doorman and talked to TMZ and THAT is headline news and serves as "evidence"?! Dear neighbor - SHAME ON YOU.

4:57 PM - 6 Jun 2016

119 Retweets 188 Likes



9



119



188



Tweet your reply



Hazel Moon-#JohnnyDeppIsSilentNoMore #IBELIEVEHIM ... · 7 Jun 2016

Replying to @iOlovesyou

TRIAL BY MEDIA with Johnny automatically GUILTY because you HEARD something or Raquel saw him yelling is also WITCH HUNT.



9



JOHNNY DEPP @fuckingjd · 6 Jun 2016

Replying to @iOlovesyou

#ImWithJohnny



9



Mila @iAirborne · 7 Jun 2016

Replying to @iOlovesyou

The neighbor is as much a valid witness as you are. How is it that you're not ashamed to be a witness but they should be?



1



14



1 more reply



Vegeta Solo @VegetaSolo1 · 21 Jun 2016



iO Tillett Wright ✓

@iOlovesyou

Follow

This culture of victim blaming makes me sick. I'm a witness. I'm here. I'm standing up. I can't take any more of this witch hunt.

4:58 PM - 6 Jun 2016

219 Retweets 339 Likes



27



219



339



Tweet your reply

This Tweet is unavailable



@fuckingjd · 6 Jun 2016

Replying to @iOlovesyou

#ImWithJohnny



2



14



Bonnie Conway @BamaFantastique · 7 Jun 2016

Replying to @iOlovesyou

You're a witness to WHAT? Her screaming? Heck, I can scream. Were you THERE? No! How much has she offered you? #initforthemoney



2



6



J10u @mummydiariesblg · 15 Jun 2016

depp let her & the other "witness" racquel live there for free and they got the hump when they had to move out.



3



Nicole Walker @WraithLette · 7 Jun 2016

Replying to @iOlovesyou



iO Tillett Wright ✓

@iOlovesyou

Follow

I was on the fucking phone when he hit her. I HEARD HER SCREAM. I will testify. Here and in court. Under oath. WHAT ELSE DOES A WOMAN NEED?

5:11 PM - 6 Jun 2016

230 Retweets 351 Likes



77



230



351



Tweet your reply



Its_Me_Kate @_LOVEINVAIN · 6 Jun 2016

Replying to @iOlovesyou

Her problem is 1. her courting the media w/ these claims and 2. Asking for \$50k monthly even as her lawyer says it's not abt \$



5



lilojuicy @lilojuicy · 6 Jun 2016

Replying to @iOlovesyou

A witch hunt??!! Ok Johnny has been QUIET while she continues to lie repeatedly daily same as Australia. Rhianna was a victim



21



lilojuicy @lilojuicy · 6 Jun 2016

Replying to @iOlovesyou

Amber is looking for \$\$ and fucked up his mom just died she is evil/greedy. Look at Rhianna thats a real victim not cold sores.



2



29



lilojuicy @lilojuicy · 6 Jun 2016

her wolf cries make real abused women look bad. I hope Johnny gives her nothing and donates everything 2 real abuse victims

Heard - MTD Exhibits - 186

EXHIBIT 38

ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUN 13 2016

Sherril R. Carter, Executive Officer/Clerk
By: Daniel Garcia, Deputy

1 SPECTOR LAW, A Professional Law Corporation
Samantha F. Spector (204482)
2 1925 Century Park East, Suite 200
Los Angeles, California 90067

3 Telephone: 310.282.9478
4 Facsimile: 310.220.3889

5 Attorneys for Petitioner
6 AMBER LAURA DEPP

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF LOS ANGELES

9
10 In Re Marriage of

CASE NO. BD 641 052

11 Petitioner: AMBER LAURA DEPP

Judge: Hon. Carl H. Moor
Department: 6

12 and

13 Respondent: JOHN CHRISTOPHER DEPP
II (AKA JOHNNY DEPP)

DECLARATION OF IO TILLET
WRIGHT

Date: 6/17/2016
Time: 8:30 a.m.

14
15
16
17 TO RESPONDENT JOHN CHRISTOPHER DEPP II (AKA JOHNNY DEPP) AND
18 HIS ATTORNEYS OF RECORD:

19 Petitioner AMBER LAURA DEPP hereby submits the declaration of IO TILLET WRIGHT
20 in further support of her request for a Domestic Violence CLETS Restraining Order against
21 Respondent JOHN CHRISTOPHER DEPP II aka JOHNNY DEPP.
22

23 DATED: June 13, 2016

SPECTOR LAW, A Professional Law Corporation

24
25
26 By 

SAMANTHA F. SPECTOR
Attorney for Petitioner
AMBER LAURA DEPP

27
28 DECLARATION OF IO TILLET WRIGHT

COPY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF iO TILLET WRIGHT

I, iO TILLET WRIGHT, declare as follows:

1. I have firsthand personal knowledge of the facts stated herein and if called as a witness, I could and would competently testify thereto.

2. I submit this declaration in support of Petitioner AMBER LAURA DEPP'S Request for a CLETS Domestic Violence Restraining Order against Respondent JOHN CHRISTOPHER DEPP II aka JOHNNY DEPP.

3. On the evening of May 21, 2016, I received a telephone call from Amber asking me to talk to Johnny on the speakerphone, because he was very upset over something he *thought* someone had done to him. Amber said she wanted me to assist her in hopefully calming Johnny down, by assuring him that what he believed had happened was not true.

4. Immediately thereafter, I heard Johnny launch into a cruel and vicious rage, screaming "What if I pulled your hair back?"

5. I then heard Amber crying in fear and begging Johnny to stop his attack, thereafter I heard Amber scream out "Call 911" before the call disconnected.

6. I called 911 to save Amber's life.

7. Attached hereto as **Exhibit "A"** is a true and correct copy of the article I wrote about the frequently abusive and tormenting relationship that I observed Amber having endured with Johnny, before she finally found the strength and courage to stand up to his abusive behavior.

Signed under penalty of perjury, this date of June 13, 2016 at New York, New York.

See Attached Facsimile Signature

iO TILLET WRIGHT

In re Marriage of DEPP

L.A.S.C. BD 641 052

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF IO TILLET WRIGHT

I, IO TILLET WRIGHT, declare as follows:

1. I have firsthand personal knowledge of the facts stated herein and if called as a witness, I could and would competently testify thereto.

2. I submit this declaration in support of Petitioner AMBER LAURA DEPP'S Request for a CLETS Domestic Violence Restraining Order against Respondent JOHN CHRISTOPHER DEPP II aka JOHNNY DEPP.

3. On the evening of May 21, 2016, I received a telephone call from Amber asking me to talk to Johnny on the speakerphone, because he was very upset over something he *thought* someone had done to him. Amber said she wanted me to assist her in hopefully calming Johnny down, by assuring him that what he believed had happened was not true.

4. Immediately thereafter, I heard Johnny launch into a cruel and vicious rage, screaming "What if I pulled your hair back?"

5. I then heard Amber crying in fear and begging Johnny to stop his attack, thereafter I heard Amber scream out "Call 911" before the call disconnected.

6. I called 911 to save Amber's life.

7. Attached hereto as Exhibit "A" is a true and correct copy of the article I wrote about the frequently abusive and tormenting relationship that I observed Amber having endured with Johnny, before she finally found the strength and courage to stand up to his abusive behavior.

Signed under penalty of perjury, this date of June 13, 2016, New York, New York.

[Redacted Signature]

IO TILLET WRIGHT

EXHIBIT A

NOW READING
Why I Called 911
REFINERY29

f

p

✉

Why I Called 911

COMMENTS

JAN 4, 2016 11:00 AM
BY TILLY WRIGHT

SHARE IT

f

p

✉





ILLUSTRATED BY TRISTAN OTT

I called 911 because she never would.

Because every time it happened, her first thought was about protecting him. Because every time it happened, the sweet, loving man we all cared for so much would come back with apologies, profuse, swearing up and down that he understood how bad what he had done was, and swearing never to do it again. We all loved him, but especially, especially her, and she wanted to believe that the behavior wasn't going to last.

The reports of violence started with a kick on a private plane, then it was shoves and the occasional punch, until finally, in December, she described an all-out assault and she woke up with her pillow covered in blood. I know this because I went to their house. I saw the pillow with my own eyes. I saw the busted lip and the clumps of hair on the floor. I got the phone call immediately after it happened,

her screaming and crying, a stoic woman reduced to sobs.

I understood her heartbreak. He had been my friend, too, a person I loved very much. A person I had once referred to as a brother. A person with whom I had laughed at the absurdity of the media and their sly claims about my role in their family. A person who came to my rescue in my darkest hour, who I have credited with saving my own life, who I lived with for a year by his invitation while I healed and worked. I knew him to be soft and gentle, with a temper and a dark side, but a golden heart. I didn't want to believe it either, until I saw the wreckage.

When you call someone your brother, you also commit to calling them out when they are wrong. As she, shaking and crying, described this 195-pound man throwing the full weight of his body into head-butting his 120-pound wife in the face in a fit of rage, I found that an unforgivable line in my heart had been crossed.

I witnessed firsthand the absolutely baffling mental pretzel that an abused person puts themselves into, trying to balance the desire to protect their aggressor, with the knowledge that their swollen face is unacceptable. I listened as she cycled through things she could've possibly done to provoke him, or how she could've made him upset enough to do this.

WE SAY DOMESTIC VIOLENCE IS BAD, WE
CONDEMN IT. BUT AS A CULTURE, WE
CREATE THE MOST FERTILE BREEDING
GROUND FOR IT TO THRIVE.

I sat and listened, my own heart aching because I had so much care for the tender, generous man inside of all this rage, and yet...the bottom, unequivocal line is, nothing she ever could have said or done deserves what she describes as him dragging her up the stairs by the hair,

29 ~~Now, read this~~ Punching her in the back of the head, choking her until she almost passed out, and smashing
Why is the head into her nose until it almost broke.

We say domestic violence is bad, we condemn it. But as a culture, we create the most fertile breeding ground for it to thrive. The cycle of abuse is perpetuated by every person who asserts that the victim more likely punched themselves rather than addressing the very real evidence of violence in front of them. The culture of victim-blaming is the very thing that protects abusers' ability to get away with this kind of behavior.

Right now, every battered woman in the world is watching this media circus, internalizing the message that when they come forward for help, when they break the cycle, they will be called a gold digger, a cheater, and be accused of having faked it all for attention.

I'm looking at every journalist, every editor, every person who puts a comment on an article pointing an uneducated finger. You are the lynch mob. You are a deafening chorus. Your searching for an explanation for why he would have hit her sends the clear message that there CAN be a reason why someone hits their spouse.

It doesn't matter what was said between the two lovers, it doesn't matter if the romance was coming to an end, because nothing warrants that response. No person, ever, should suffer violence at the hands of the person they love.

I watched a woman with a broken spirit go on national television the next night, covered in makeup, smiling through a bloody lip, who nearly jumped out of her seat when someone casually put a hand on her shoulder because she didn't know what was coming.

That's why, when it happened again, when I was on the phone with both of them and heard it drop, heard him say, "What if I pulled your hair back?" and her scream for my help, I wondered like so many times before if I should break the code of silence that surrounds celebrities and invite the police into the situation, and in a split second decided that, yes, I was going to. Because I realized that as long as I was protecting the abuser from consequences, I was enabling the abuse and I could no longer partake. I had to stand up for my friend, and for what I believe in my gut to be the code of conduct by which human beings have to behave with each other.

Whether we loved him or not has nothing to do with it. When it comes to violence, "love" is no longer part of the equation.

iO Tillett Wright is an artist, writer, and activist.

Read these stories next:

If Amber Heard Were Your Friend, Here's What You Could Say To Her

Amber Tamblyn On Being A Female Director: "Never Ask For Permission"

I Miss The Old Kanye & Other Things I Agree On With Kanye



NOW READING
Why I Called 911

SHARE



TWEET



EMAIL

ENTERTAINMENT | NEWS | NEWS | Celebrity Domestic Violence 911 Call For Abused Friend

COMMENTS

MORE FROM NEWS



NEWS

**Adan Levine Wants
To Help The
Grimmies**

SUZANNAH WEISS

JUN 13, 2016



NEWS

**Ruby Rose
"Devastated" By
Orlando Tragedy**

HUNTER HARRIS

JUN 13, 2016



NEWS

**Adele Dedicates
Show To Orlando
Victims**

CAROLYN L. TODD

JUN 13, 2016



NEWS

**Khloé Kardashian Tried
IVF to Save Her Marriage**

Khloé Kardashian opened up in a big and bold way on this week's episode of *Cocktails With Khloé*. The talk show host and reality star shared that she ...

CAROLYN L. TODD

MAR 24, 2016



NEWS

**Gordon Ramsay
Shares Miscarriage
News**

ERIN DONNELLY

JUN 15, 2016

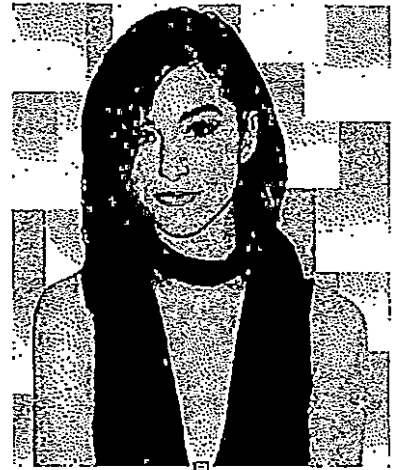


NEWS

**Celebs React To
Christina Grimmie's
Death**

EVETTE DIONNE

JUN 11, 2016



MUSIC TRACKER

**Christina Grimmie
Of *The Voice* Killed**

SARA MURPHY

JUN 11, 2016



NEWS

**Benicio Del Toro
Calls Amber Heard
"Manipulative"**

MICHAEL HAFFORD

JUN 9, 2016

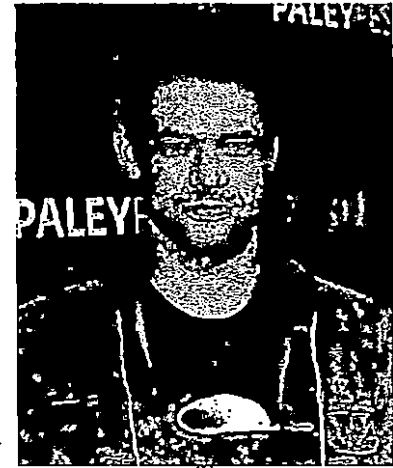


NEWS

**Bieber Brawls Over
Autograph**

MICHAEL HAFFORD

JUN 9, 2016



NEWS

**Actor Says Cousin
Stuck At Anti-Gay
School**

CAROLYN L. TODD

JUN 9, 2016



NEWS

Obama Talks Trump On Fallon

President Barack Obama is endorsing a candidate for president, but it's probably not who you imagined it would be. According to Variety, Obama joked on The Tonight Show that he and the Democrats are very happy with the GOP's presumptive nominee. But Obama, making his first appearance on Jimmy Fallon's Tonight Show, ...



NEWS

Harry Styles' Home Vandalized, Fans Call For Respect

MICHAEL HAFFORD

JUN 4, 2016



NEWS

Conrad Hilton Heading To Jail After Violating Plane Threats Probation

MICHAEL HAFFORD

JUN 7, 2016



NEWS

Dash Store Struck By Attempted Arsonist

SABRINA ROJAS WEISS

JUN 7, 2016

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a
4 party to the within action. My business address is 10866 Wilshire Boulevard, Suite 900, Los Angeles,
5 California 90024.

6 On June 13, 2016, I served the foregoing document described as

7 **DECLARATION OF iO TILLET WRIGHT** on the interested party(ies) in this action by placing

8 the original x a true copy thereof addresses as follows:

9
10 Laura Wasser
11 Law Offices Wasser, Cooperman & Mandles
12 2049 Century Park East, Suite 800
13 Los Angeles, CA 90067

14 BY MAIL: I am readily familiar with the firm's practice of collection and processing correspondence
15 for mailing. Under that practice, it would be deposited with the United States Postal Service on that
16 same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of
17 business. I am aware that on motion of the party served, service is presumed invalid if postal
18 cancellation date or postage meter date is more than one day after date of deposit for mailing affidavit.

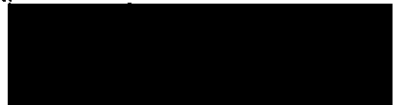
19 x BY PERSONAL DELIVERY: I will hand the above document(s) to the above named person.

20 BY FEDERAL EXPRESS (OVERNIGHT) MAIL.

21 FACSIMILE: I caused the above-named document to be transmitted via FACSIMILE as follows:

22 **I declare under penalty of perjury that the above is true and correct.**

23 Executed on June 13, 2016, at Los Angeles, California.

24 

25 Samantha F. Spector

EXHIBIT 39

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Laura A. Wasser, Esq. (173740)/Samantha Klein, Esq. (222414)
WASSER, COOPERMAN & MANDLES, P.C.
 2049 Century Park East, Suite 800
 Los Angeles, CA 90067-3110
 TELEPHONE NO.: (310) 277-7117 FAX NO. (Optional): (310) 553-1793
 E-MAIL ADDRESS (Optional):
 ATTORNEY FOR (Name): John Christopher Depp II

FOR COURT USE ONLY

FILED
 Superior Court of California
 County of Los Angeles

JAN 13 2017

Shari R. Carter, Executive Officer/Clerk
 By: [Redacted] Deputy
 Rosalita Gammon

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 North Hill Street
 MAILING ADDRESS: 111 North Hill Street
 CITY AND ZIP CODE: Los Angeles, CA 90012
 BRANCH NAME: CENTRAL DISTRICT

MARRIAGE OR PARTNERSHIP OF
 PETITIONER: AMBER LAURA DEPP
 RESPONDENT: JOHN CHRISTOPHER DEPP II (aka JOHNNY DEPP)

DISSOLUTION JUDGMENT
 Status only LEGAL SEPARATION NULLITY
 Reserving jurisdiction over termination of marital or domestic partnership status
 Judgment on reserved issues
 Date marital or domestic partnership status ends: JAN 13 2017

CASE NUMBER:
 BD641052
 [Assigned to Dept. 6,
 Hon. Car. H. Moor]

- This judgment contains personal conduct restraining orders modifies existing restraining orders. The restraining orders are contained on page(s) of the attachment. They expire on (date):
- This proceeding was heard as follows: Default or uncontested By declaration under Family Code section 2336
 Contested Agreement in court
 a. Date: JAN 13 2017 Dept.: CEB Room: 543
 b. Judicial officer (name): CARL H. MOOR Temporary Judge
 c. Petitioner present in court Attorney present in court (name):
 d. Respondent present in court Attorney present in court (name):
 e. Claimant present in court (name): Attorney present in court (name):
 f. Other (specify name):
- The court acquired jurisdiction of the respondent on (date): May 25, 2016
 a. The respondent was served with process.
 b. The respondent appeared.

THE COURT ORDERS, GOOD CAUSE APPEARING

- Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons
 (1) on (specify date): JAN 13 2017
 (2) on a date to be determined on noticed motion of either party or on stipulation.
- Judgment of legal separation is entered.
- Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify):
- This judgment will be entered nunc pro tunc as of (date):
- Judgment on reserved issues.
- The petitioner's respondent's former name is restored to (specify): AMBER LAURA HEARD
- Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- This judgment contains provisions for child support or family support. Each party must complete and file with the court a Child Support Case Registry Form (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The Notice of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order (form FL-192) is attached.



1 In re the Marriage of)
 2 Petitioner: AMBER LAURA DEPP) CASE NO. BD641052
 3 and) [Assigned to Dept. 6,
 4 Respondent: JOHN CHRISTOPHER DEPP II (AKA JOHNNY DEPP)) Hon. Carl H. Moor]
 5)
 6)
 7)

STIPULATED JUDGMENT OF DISSOLUTION OF MARRIAGE

8 Petitioner AMBER LAURA DEPP ("Petitioner") and Respondent JOHN CHRISTOPHER
 9 DEPP II ("Respondent") (collectively, "the parties") have resolved all issues in their pending
 10 dissolution of marriage action by stipulation and ask that the Court make the following orders
 11 pursuant to their stipulation. **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

12 **1. STATISTICAL INFORMATION**

- 13 1.1 The parties stipulate and the Court orders as follows:
 - 14 1.1.1 The parties were married on February 3, 2015 ("Date of Marriage").
 - 15 1.1.2 The parties separated on May 21, 2016 ("Date of Separation").
 - 16 1.1.3 There are no minor children of the marriage.
 - 17 1.1.4 Irreconcilable differences have arisen between the parties which have led to the
 - 18 irremediable breakdown of the marriage, making it impossible for the parties to live together as
 - 19 husband and wife. Petitioner and Respondent acknowledge that their marital relationship cannot be
 - 20 restored or reestablished at this time.
 - 21 1.1.5 On May 23, 2016, Petitioner filed a Petition for Dissolution of Marriage in the
 - 22 Superior Court of California, County of Los Angeles, Case Number BD641052. On May 25, 2016,
 - 23 Respondent filed a Response and Request for Dissolution of Marriage. On May 27, 2016, Petitioner
 - 24 filed a Request for Domestic Violence Restraining Orders against Respondent, and on May 27, 2016,
 - 25 the Court granted Temporary Restraining Orders against Respondent.

26 ///
 27 ///

1 1.1.6 Petitioner and Respondent were residents of the County of Los Angeles, State
2 of California at the time this action was filed, and each resided continuously in this state and county
3 for a period in excess of six months prior to the filing of the dissolution action.

4 1.2 On August 15 and 16, 2016, the parties executed a Deal Point Memorandum pursuant
5 to Code of Civil Procedure Section 664.6 ("DPM") which reflected their resolution of all issues in
6 this dissolution action.

7 1.3 Each of the parties has represented and warranted that prior to their executing this
8 Judgment, they exchanged Preliminary Declarations of Disclosure as required by Family Code Section
9 2104 and Final Declarations of Disclosure as required by Family Code Section 2105. Pursuant to
10 Family Code Sections 2104 and 2105, Petitioner served on Respondent a Preliminary/Final
11 Declaration of Disclosure on October 21, 2016, and Respondent served on Petitioner a
12 Preliminary/Final Declaration of Disclosure on September 15, 2016.

13 1.4 For the purposes of this Judgment, the "Effective Date" is the last date of execution of
14 this Judgment by the parties and their counsel.

15 **2. SETTLEMENT OF ALL CLAIMS**

16 2.1 It is the mutual wish and desire of the parties to effect a full, complete, and final
17 settlement of all their respective property interests, future, and present by this Judgment, and, except
18 as otherwise set forth herein, to irrevocably adjust and determine forever all legal obligations of any
19 nature which may exist with respect to one another and by reason of their marriage, and to fully and
20 completely resolve any and all issues relating to division of property, reimbursement claims and/or
21 credits, spousal support, and attorneys' fees and costs. It is the further mutual wish and desire of the
22 parties to completely resolve any and all issues regarding Petitioner's claims of domestic violence,
23 including any and all related claims of assault, battery, intentional or negligent infliction of emotional
24 distress, libel, slander, and/or defamation.

25 2.2 The parties have resolved all property issues between them and have agreed that their
26 property (regardless of how characterized) shall be divided between them as set forth below.
27 Petitioner and Respondent acknowledge and agree that the division of property hereinafter provided
28

1 is not intended to be a sale or exchange of property, that Petitioner and Respondent have settled and
2 adjusted their respective property, including community property, separate property, and
3 quasi-community property rights and claims, including the assumption of certain obligations, to effect
4 a division thereof in a manner by which they intend to accomplish an equitable division of their
5 property. Nothing in this Judgment shall constitute an admission by either party that any of the
6 property divided is of a particular character, whether community, quasi-community, or separate
7 property.

8 2.3 Petitioner and Respondent acknowledge and agree that they desire to settle and adjust
9 and hereby waive their respective rights, titles, interests, and duties arising out of or based in any
10 manner upon their premarital cohabitation by any statute, law, judicial decision, common law, custom,
11 practice, contract (whether express or implied-in-fact or in-law), or undertaking of any nature or kind
12 whatsoever, including, without limitation, any right, title, interest, and duty arising under or based in
13 any manner upon the decision rendered by the California Supreme Court in *Marvin v. Marvin* (1976)
14 18 Cal. App. 3d 660, or any legal theory or doctrine therein mentioned or thereafter approved.

15 **3. DIVISION OF ASSETS AND DEBTS**

16 3.1 Property Awarded and/or Confirmed to Petitioner: The following items of property,
17 including any assets held in Petitioner's name, in the name of any entities owned by Petitioner, and/or
18 in any trusts controlled by Petitioner, whether Petitioner's separate property, community property, or
19 mixed in character are awarded and/or confirmed to Petitioner as her sole and separate property as of
20 August 16, 2016. Respondent hereby waives, relinquishes, releases, and quits claims to Petitioner any
21 and all of his right, title, and interest in and to those items set forth below in this Section 3.1
22 including, but not limited to, any and all tax benefits and obligations regarding or associated with
23 same. Respondent is ordered to forthwith transfer, convey, and assign said items, if in Respondent's
24 possession or as otherwise necessary, to Petitioner, as her sole and separate property. Petitioner shall
25 pay for, indemnify, defend, and hold Respondent harmless from and against any and all liabilities,
26 encumbrances, liens, debts, judgments, suits and/or claims including attorneys' fees, interest, and
27 penalties of any sort, associated with the assets and debts awarded and confirmed to Petitioner herein.

28

- 3 -

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3.1.1 The dogs known as Pistol and Boo.

3.1.2 The horse known as Arrow.

3.1.3 2015 Range Rover, VIN: SALWR2TF3FA51002. Respondent shall transfer said vehicle to Petitioner free and clear of any and all encumbrances thereon. Respondent represents that the vehicle is currently being transferred to Petitioner and that the transfer should be completed in the next thirty (30) to sixty (60) days. As of August 16, 2016, Petitioner shall be solely responsible for any and all expenses associated with said vehicle, including, but not limited to, maintenance/repair costs, storage fees, gas, insurance, registration, and any encumbrances Petitioner may cause to be incurred thereon. Also as of August 16, 2016, Petitioner shall indemnify, defend, and hold Respondent harmless from any liability associate with said vehicle.

3.1.4 1968 Ford Mustang. Petitioner shall be solely responsible for any and all expenses associated with said vehicle, including, but not limited to, maintenance/repair costs, storage fees, gas, insurance, registration, and any encumbrances thereon. Petitioner shall indemnify, defend, and hold Respondent harmless therefrom.

3.1.5 City National Bank checking account ending [REDACTED]

3.1.6 Screen Actors Guild - American Federation of Television and Radio Artists pension plan in name of Petitioner.

3.1.7 Wells Fargo SEP IRA account ending [REDACTED]

3.1.8 All of the parties' right, title, and interest in Under the Black Sky, Inc., including, but not limited to, all assets, bank accounts, liabilities, capital calls, accounts receivable, accounts payable, security deposits, option contracts, and goodwill of Petitioner and Respondent, if any, in connection with said interest.

3.1.9 Certain furniture and furnishings in penthouse units 3 and 5 of the 849 S. Broadway condominiums and in the Sweetzer properties awarded to Respondent herein and as agreed upon by Petitioner and Respondent in the meet and confer process set forth in Section 3.3.

3.1.10 Any and all memorabilia, collectibles, watches, and jewelry in Petitioner's possession, custody, and control.

1 3.1.11 All of Petitioner's premarital, marital, and post-separation earnings,
2 compensation, and accumulations, except as otherwise set forth herein.

3 3.1.12 All premarital, marital, and post-separation debts incurred by Petitioner, except
4 as otherwise specifically set forth herein.

5 3.1.13 All assets and investments acquired by Petitioner at any time, including any
6 rents, issues, profits, and income from same, except as otherwise set forth herein.

7 3.1.14 Any and all clothing, including but not limited to, bathing suits and cosmetics
8 in Respondent's properties.

9 3.2 Property Awarded and/or Confirmed to Respondent: The following items of property,
10 including any assets held in Respondent's name, in the name of any entities owned by Respondent,
11 and/or in any trusts controlled by Respondent, whether Respondent's separate property, community
12 property, or mixed in character are awarded and/or confirmed to Respondent as his sole and separate
13 property as of August 16, 2016. Petitioner hereby waives, relinquishes, releases, and quitclaims to
14 Respondent any and all of her right, title, and interest in and to those items set forth below in this
15 Section 3.2, including, but not limited to, any and all tax benefits and obligations regarding or
16 associated with same. Petitioner is ordered to forthwith transfer, convey, and assign said items, if in
17 Petitioner's possession or as otherwise necessary, to Respondent, as his sole and separate property.
18 Respondent shall pay for, indemnify, defend, and hold Petitioner harmless from and against any and
19 all liabilities, encumbrances, liens, debts, judgments, suits and/or claims including attorney's fees,
20 interest, and penalties of any sort, associated with the assets and debts awarded and confirmed to
21 Respondent herein.

22 3.2.1 All right, title, and interest in and to, and any loans and liabilities thereon, the
23 real property located at 1486 North Sweetzer Avenue, Los Angeles, California 90069 and legally
24 described as follows:

25 THAT PORTION OF LOT 3 IN BLOCK "H" OF HACIENDA
26 PARK, IN THE CITY OF LOS ANGELES, COUNTY OF LOS
27 ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED
28 IN BOOK 10 PAGE 106 OF MAPS, IN THE OFFICE OF THE
 COUNTY RECORDER OF SAID COUNTY, LYING
 NORTHWESTERLY OF THE SOUTHEASTERLY BOUNDARY

- 5 -

1 LINE OF THE CITY OF LOS ANGELES, AS SAID BOUNDARY
2 LINE EXISTED NOVEMBER 7, 1941.
3 APN: 5555-022-012

4 3.2.2 All right, title, and interest in and to, and any loans and liabilities thereon, the
5 real property located at 1466 North Sweetzer Avenue, Los Angeles, California 90069 and legally
6 described as follows:

7 LOT 13 OF TRACT NO. 8796, IN THE CITY OF LOS ANGELES,
8 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER
9 MAP RECORDED IN BOOK 124, PAGE(S) 73 AND 74 OF MAPS,
10 IN THE OFFICE OF THE COUNTY RECORDER OF SAID
11 COUNTY.
12 APN: 5555-023-003

13 3.2.3 All right, title, and interest in and to, and any loans and liabilities thereon, the
14 real property located at 1472 North Sweetzer Avenue, Los Angeles, California 90069 and legally
15 described as follows:

16 THE SOUTHEASTERLY 15 FEET MEASURED AT RIGHT
17 ANGLES TO THE SOUTHEASTERLY LINE OF THAT PORTION
18 OF LOT 11 OF TRACT NO. 8796, IN THE CITY OF LOS
19 ANGELES, COUNTY OF LOS ANGELES, STATE OF
20 CALIFORNIA, AS PER MAP RECORDED IN BOOK 124, PAGE(S)
21 73 AND 74 OF MAPS, IN THE OFFICE OF THE COUNTY
22 RECORDER OF SAID COUNTY, DESCRIBED AS
23 FOLLOWS:

24 BEGINNING AT THE MOST WESTERLY CORNER OF SAID
25 LOT; THENCE ALONG THE NORTHWESTERLY LINE OF SAID
26 LOT, NORTH 41° 45' 35" EAST 60.18 FEET TO THE
27 SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN
28 THE DEED TO ANNA B. ASKAM, RECORDED IN BOOK 22861
PAGE 132, OFFICIAL RECORDS OF SAID COUNTY; THENCE
ALONG THE SOUTHERLY LINE OF SAID LAND AS ASKAM,
SOUTH 74° 18' 47" EAST 69.73 FEET TO THE
SOUTHEASTERLY LINE OF SAID LOT 11; THENCE ALONG
SAID SOUTHEASTERLY LINE SOUTH 47° 28' 21" WEST 77.24
FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT;
THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 57.09
FEET TO THE POINT OF BEGINNING.

THAT PORTION OF LOT 12 OF TRACT NO. 8796, IN THE CITY
OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA, AS PER MAP RECORDED IN BOOK 124 PAGE(S)
73 AND 74 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

1 BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID
2 LOT 12; THENCE ALONG THE SOUTHERLY LINE OF SAID
3 SOUTHEASTERLY CORNER OF SAID LOT 12; THENCE ALONG
4 THE EASTERLY LINE OF SAID LOT, NORTH 00° 10' 00" EAST
5 87 FEET TO THE SOUTHEASTERLY CORNER OF THE LAND
6 DESCRIBED IN THE DEED TO ANNA B. ASKAM, RECORDED
7 IN BOOK 22861, PAGE 132, OFFICIAL RECORDS OF SAID
8 COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID
9 LAND OF ASKAM, NORTH 74° 18' 47" WEST 17.33 FEET TO
10 THE NORTHWESTERLY LINE OF SAID LOT 12; THENCE
11 ALONG SAID NORTHWESTERLY LINE SOUTH 47° 23' 21"
12 WEST 77.24 FEET TO THE MOST WESTERLY CORNER OF
13 SAID LOT; THENCE SOUTHEASTERLY ALONG THE
14 SOUTHWESTERLY LINE OF SAID LOT, 42.45 FEET TO THE
15 POINT OF BEGINNING.
16 APN: 5555-024-020

17 3.2.4 All right, title, and interest in and to, and any loans and liabilities thereon, the
18 real property located at 1498 North Sweetzer Avenue, Los Angeles, California 90069 and legally
19 described as follows:

20 LOT 3 OF TRACT NO. 8796, IN THE CITY OF LOS ANGELES,
21 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER
22 MAP RECORDED IN BOOK 124 PAGE(S) 73 AND 74 OF MAPS,
23 IN THE OFFICE OF THE COUNTY RECORDER OF SAID
24 COUNTY.
25 APN: 5555-024-002

26 3.2.5 All right, title, and interest in and to, and any loans and liabilities thereon, the
27 real property located at 1480 North Sweetzer Avenue, Los Angeles, California 90069 and legally
28 described as follows:

LOT 10 OF TRACT 8796, IN THE CITY OF LOS ANGELES,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER
MAP RECORDED IN BOOK 124, PAGE(S) 73 AND 74 OF MAPS,
IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY.

EXCEPT FROM SAID LOT THAT PORTION DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY OF SAID LOT,
WHICH IS DISTANT NORTHWESTERLY 13 FEET FROM THE
MOST EASTERLY CORNER OF SAID LOT, THENCE
SOUTHEASTERLY ALONG SAID NORTHERLY LINE 13 FEET
TO THE MOST EASTERLY CORNER OF SAID LOT; THENCE
SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF

1 SAID LOT, 22 FEET; THENCE WESTERLY PARALLEL WITH
2 THE NORTHERLY LINE OF SAID LOT, 3 FEET, THENCE
NORTHERLY TO THE POINT OF BEGINNING.

3 THAT PORTION OF LOT 11 OF TRACT 8796, IN THE CITY OF
4 LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF
LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
5 RECORDED IN BOOK 124 PAGE(S) 73 AND 74 OF MAPS, IN
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,
6 DESCRIBED AS FOLLOWS:

7 BEGINNING AT THE MOST WESTERLY CORNER OF SAID
LOT, THENCE ALONG THE NORTHWESTERLY LINE OF SAID
8 LOT, NORTH 41° 45' 35" EAST 60.18 FEET TO THE
SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN
9 THE DEED TO ANNA B. ASKAM, RECORDED IN BOOK 22861
PAGE 132, OFFICIAL RECORDS, OF SAID COUNTY, THENCE
10 ALONG THE SOUTHERLY LINE OF SAID LAND OF ASKAM,
SOUTH 74° 18' 45" EAST 69.73 FEET TO THE
11 SOUTHEASTERLY LINE OF SAID LOT 11, THENCE ALONG
SAID SOUTHEASTERLY LINE, SOUTH 47° 28' 21" WEST 77.24
12 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT,
THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 57.09
13 FEET TO THE POINT OF BEGINNING.

14 EXCEPT THE SOUTHERLY FIFTEEN FEET OF LOT 11
MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY
15 LINE OF SAID LOT 11.

16 THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT
NOTICE OF LOT MERGER RECORDED JUNE 12, 1975 AS
17 INSTRUMENT NO. 75-3861 OF OFFICIAL RECORDS.
APN: 5555-024-019

18 3.2.5.1 Petitioner or her designated agent has been permitted to
19 go to the Sweetzer properties and the storage facility to retrieve mutually agreed upon items which
20 will be awarded to her as her separate property.

21 3.2.6 All right, title, and interest in and to, and any loans and liabilities thereon, the
22 real property located at 7760 Woodrow Wilson Drive, Los Angeles, California 90046 and legally
23 described as follows:

24 PARCEL A OF PARCEL MAP LA NO. 6157, IN THE CITY OF
25 LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA, AS PER MAP RECORDED IN BOOK 216 PAGE(S)

26 87 AND 88 OF MAPS, IN THE OFFICE OF THE COUNTY
27 RECORDER OF SAID COUNTY.
APN: 5570-026-014

1 3.2.7 All right, title, and interest in and to, and any loans and liabilities thereon, the
2 real property located at 470 NE Daisy Court, Cedaredge, Colorado 81413 and legally described as
3 follows:

4 Lot 19 in Block 2 of Cedaredge Estates Subdivision, as amended,
5 County of Delta, State of Colorado.

6 3.2.8 All right, title, and interest in and to, and any loans and liabilities thereon, the
7 real property located at 5493 Versailles Road, Lexington, Kentucky 40501 and legally described as
8 follows:

9 Being all that tract or parcel of land situated on the northerly side of the
10 Versailles Pike (U.S. Highway No. 60) about five miles west of
11 Lexington in Fayette County, Kentucky, being known and designated
as 5493 Versailles Road, and more fully described and bounded as
follows, to-wit:

12 Beginning at a point in the northerly right-of-way of the Versailles Pike
13 (U.S. Highway No. 60) corner to Westmorland Subdivision thence with
Westmorland for five calls N 16 deg. 19' 50" feet E 687.93 N 16 deg.
14 12' 00" E 482.22 feet, N 67 deg. 08' 41" W 408.8 feet, N 19 deg. 10'
50" feet, and N 19 deg. 24' E 00" 265.13 feet to an iron pin in the
15 center of the west extremity of Carleton Drive; thence for a new line
along the center line extended of Carleton Drive N 72 deg. 27' 00" W
16 645.15 feet to an iron pin in fence line of First Security National Bank
and Trust Co. (Trustee); thence with said (Trustee) for three calls (as
17 fenced) S 14 deg. 22' 36" W 981.08 feet S 13 deg. 23' 36" W 981.08
feet, S 13 deg. 23' 02" W 513.18 feet and S 14 deg. 07' 58" W 1038.0
18 feet to a point in the northerly right-of-way of the Versailles Pike (U.S.
Highway 60) for two calls S 80 deg. 26' 00" E 800.0 feet with a curve
to the left (counter clockwise) a chord of S 81 deg. 47' 52" E 98.94
19 feet to the beginning and containing 42.966 acres.

20 Being excepted out of the above described property is a certain tract
21 that was conveyed to the Commonwealth of Kentucky by deed dated
the 15th day of July, 1976 and recorded in Deed Book 1152, Page 388
22 Fayette County Court Clerk's Office, and being more particularly
described as follows, to-wit:

23 BEGINNING 0.00 feet left of Versailles Road Station 239+63.00,
24 thence North 12 degrees 34 minutes 59 seconds East, 50.08 feet to a
point 50.00 feet left of Versailles Road Station 239+65.91, thence
25 North 12 degrees 35 minutes 3 seconds East, 35.06 feet to a point
85.00 feet left of Versailles Road Station 239+67.95, thence South 80
26 degrees 45 minutes 0 seconds East. 32.05 feet to a point 85.00 feet left
of Versailles Road Station 240+00.00, thence South 80 degrees, 45
27 minutes, 0 seconds East, 350.0 feet to a point 85.00 feet left of
Versailles Road Station 243+50.00, thence South 78 degrees 55
28 minutes 2 seconds East, 469.00 feet to a point 70.00 feet left of

1 Versailles Road Station 248+18.76, thence South 68 degrees 43
2 minutes 4 seconds East, 46.22 feet to a point 60.00 feet left of
3 Versailles Road Station 248+64.93, thence South 16 degrees 19
4 minutes 37 seconds West, 8.59 feet to a point 51.50 feet left of
5 Versailles Road Station 248+63.72, thence South 16 degrees 19
6 minutes 52 seconds West, 50.63 feet to a point 1.34 feet left of
7 Versailles Road Station 248+56.68 thence along an arc 95.64 feet to
8 the right having a radius of 2864.79 feet, the chord of which is North
9 81 degrees 42 minutes 22 seconds West, 95.636 feet to a point 0.00
10 feet right of Versailles Road Station 247+61.04, thence North 80
11 degrees 45 minutes 0 seconds West, 263.04 feet to a point 0.00 feet left
12 of Versailles Road Station 244+98.00, thence North 80 degrees 45
13 minutes 0 seconds West, 535.00 feet to point of beginning. The above
14 described parcel contains 1.646 acres of which 1.028 acres is existing
15 Right-of-Way.

16 Being the same property conveyed to John C. Depp, a/k/a John C.
17 Depp, II, a single person, by deed dated November 16, 1995, of record
18 in Deed Book 1819, Page 477; in the Fayette County Clerk's Office.

19 3.2.9 All right, title, and interest in and to, and any loans and liabilities thereon, the
20 real property located at Little Hall Ponds Key #10, Bahamas and legally described as follows:

21 ALL THAT islet or Cay called or known as "Little Hall's Pond Cay"
22 and situate in the vicinity of Hall's Pond Cay and being a part of the
23 Exuma range of Islands Islets and Cays in the said Commonwealth of
24 The Bahamas being designated as Cay Number Ten (10) in Volume
25 Two (2) of Aranha's Report on the Exuma Cays 1929 in the
26 Department of Lands and Surveys of the said Commonwealth of The
27 Bahamas being designated in a Crown Grant to Island Home Estates
28 Limited dated the 15th March, 1940 and recorded in the Registry of
Records of the said Commonwealth of The Bahamas in Book V.13 at
page 137 and which said Islet or Cay is bounded by the Sea at High
Water Mark and is delineated on that part of the Plan attached to an
Indenture of Conveyance dated the 5th day of May, A.D. 1992 made
between Akroyd Limited of the one part and Avocado Holdings
Limited of the other part and recorded in the Registry of Records in the
City of Nassau one of the Islands of the Commonwealth of The
Bahamas in Volume 5835 at pages 455 to 461 and thereon coloured
Pink.

3.2.10 All right, title, and interest in and to, and any loans and liabilities thereon, the
real property located at Ridgeback Cay & Snake Cays, Bahamas and legally described as follows:

ALL THOSE Islands or Cays situate in the Exuma Chain of Cays and
comprising all that Cay known as Ridgeback Cay and all those Three
(3) Cays known as Snake Cays which said Cays are shown for the
purposes of identification only on the diagram or plan attached hereto
and thereon coloured Blue.

RIGHTS OF WAY AND EASEMENTS (if any): NONE

- 10 -

MARRIAGE OF DEPP
STIPULATED JUDGMENT OF DISSOLUTION OF MARRIAGE
L.A.S.C. CASE NO. BD641052

ALD

JCD

jdg.091416 - Avs.opd

1 EXCEPTIONS AND RESERVATIONS (if any): AS SET FORTH
2 IN CROWN GRANTS OF LAND IN THE COMMONWEALTH
OF THE BAHAMAS

3 RESTRICTIONS AND CONDITIONS (if any): SUBJECT TO
4 THOSE IMPOSED ON ISLANDS OR CAY SITUATE WITHIN
THE EXUMA CAYS LAND AND SEA PARK

5 3.2.11 All right, title, and interest in and to, and any loans and liabilities thereon, the
6 real property located at Le Hautes Gassines, 83120, Plan de la Tour, France and legally described as
7 follows:

8 Residential property located at Hameau de Gassine - 83120 - Le Plan
9 de la Tour - France, on a site of 104.378 m² held under freehold
ownership by "SCI La Pierre".

10 3.2.12 Except as otherwise noted herein, all furniture, furnishings, appliances, and
11 household equipment in any and all of the real properties awarded to Respondent herein and/or in
12 Respondent's possession, custody, or control.

13 3.2.13 All right, title, and interest in and to the following vehicles and vessels:

- | | | |
|----|-----------|---|
| 14 | 3.2.13.1 | 1951 Mercury coupe; |
| 15 | 3.2.13.2 | 1958 Chevy Apache truck; |
| 16 | 3.2.13.3 | 1995 Porsche 911 convertible; |
| 17 | 3.2.13.4 | 1935 Packard coupe; |
| 18 | 3.2.13.5 | 2006 Electric Fairplay golf carts (two); |
| 19 | 3.2.13.6 | 2008 Dodge Challenger; |
| 20 | 3.2.13.7 | 1934 Buick; |
| 21 | 3.2.13.8 | 1958 Corvette; |
| 22 | 3.2.13.9 | 1930 Ford Model A coupe; |
| 23 | 3.2.13.10 | Scooter Piaggio; |
| 24 | 3.2.13.11 | 2011 EZGO 4-passenger electric carts (two); |
| 25 | 3.2.13.12 | 1972 Buick Riviera (custom); |
| 26 | 3.2.13.13 | 1940 Harley Davidson motorcycle; |
| 27 | 3.2.13.14 | 1970 Triumph T1201 motorcycle; |

- 1 3.2.13.15 1973 Yamaha 175 motorcycle;
2 3.2.13.16 1969 BSA A75R motorcycle;
3 3.2.13.17 1964 BSA B40 motorcycle;
4 3.2.13.18 1975 Norton 850 Commando motorcycle;
5 3.2.13.19 1989 Honda GB 50 motorcycle;
6 3.2.13.20 1972 Ducati 450P motorcycle;
7 3.2.13.21 1968 Triumph Bonneville 750 motorcycle;
8 3.2.13.22 1944 Triumph motorcycle;
9 3.2.13.23 1955 Triumph motorcycle;
10 3.2.13.24 1982 45-foot bucket truck;
11 3.2.13.25 2007 Gus Silver golf cart;
12 3.2.13.26 Palmer;
13 3.2.13.27 Caterpillar TH360B Telescopic Han;
14 3.2.13.28 18" backhoe bucket model LASTLB;
15 3.2.13.29 2011 EZGO golf carts;
16 3.2.13.30 2010 EZGO shuttle;
17 3.2.13.31 2012 EZGO golf cart;
18 3.2.13.32 John Deere Gator XUV 550;
19 3.2.13.33 John Deere Gator XUV620I cart;
20 3.2.13.34 1960 American Rambler;
21 3.2.13.35 Gemini boat;
22 3.2.13.36 2009 2480 DLX Carolina skiff;
23 3.2.13.37 17-foot Boston whaler;
24 3.2.13.38 Concept Twin Mercury HP boat;
25 3.2.13.39 1952 Airstream Trailer;
26 3.2.13.40 2007 Chrysler 300C;
27 3.2.13.41 2007 Cadillac Escalade; and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3.2.13.42 2005 Airstream Trailer.

Respondent shall be solely responsible for any and all expenses associated with said vehicles and vessels, including, but not limited to, maintenance/repair costs, storage fees, gas, insurance, registration, and any encumbrances thereon. Respondent shall indemnify, defend, and hold Petitioner harmless therefrom.

3.2.14 Banc of California checking accounts ending [REDACTED] and [REDACTED]

3.2.15 City National Bank checking accounts ending [REDACTED]

[REDACTED] and [REDACTED]

3.2.16 Merrill Lynch brokerage account ending [REDACTED]

3.2.17 National Life life insurance policies ending [REDACTED] and [REDACTED].

3.2.18 Lincoln Benefit life insurance policies ending [REDACTED] and [REDACTED]

3.2.19 Protective Life insurance policies ending [REDACTED] and [REDACTED]

3.2.20 Bel Air Securities money-purchase pension plans ending [REDACTED] and [REDACTED]

3.2.21 Screen Actors Guild Producers pension plan in name of Respondent.

3.2.22 Any and all loans receivable payable to Respondent, Infinitum Nihil, Inc., Unison Music Group, LLC, or any other entity owned by Respondent.

3.2.23 Respondent shall be solely responsible for the Bank of America loan ending [REDACTED] and secured by United Talent Agency, and the loans owed to Premier Group International and Tryon Management Services, Ltd.

3.2.24 All of the parties' right, title, and interest in the following partnerships, limited liability companies, and S-corporations, including, but not limited to, all assets, bank accounts, liabilities, capital calls, accounts receivable, accounts payable, security deposits, option contracts, and goodwill of Petitioner and Respondent, if any, in connection with said interests:

3.2.24.1 6909 Ventures, LLC;

3.2.24.2 A Contrario;

3.2.24.3 Brave Pictures, Inc.;

3.2.24.4 Contre Courant;

- 1 3.2.24.5 Gelt Valleyview Holdings, LLC;
- 2 3.2.24.6 Infinitum Nihil Media, LLC;
- 3 3.2.24.7 Infinitum Nihil Music, LLC;
- 4 3.2.24.8 Infinitum Nihil Publishing, LLC;
- 5 3.2.24.9 Infinitum Nihil Records, LLC;
- 6 3.2.24.10 Infinitum Nihil, Inc.;
- 7 3.2.24.11 Junior Varsity Productions, LLC;
- 8 3.2.24.12 L.R.D. Productions, Inc.;
- 9 3.2.24.13 Lionheart, L.P.;
- 10 3.2.24.14 Matar, LLC;
- 11 3.2.24.15 P Music Group, LLC;
- 12 3.2.24.16 Plus Capital Partnership;
- 13 3.2.24.17 Scaramanga Bros., Inc.;
- 14 3.2.24.18 Stratton Films, Inc.;
- 15 3.2.24.19 Swag, LLC; and
- 16 3.2.24.20 Vajoliroja, LLC.
- 17 3.2.25 All right, title, and interest in and to the option contract associated with *The*
- 18 *Evidence Never Lies*.
- 19 3.2.26 All right, title, and interest in and to the following trusts:
- 20 3.2.26.1 Mooh Investment Trust;
- 21 3.2.26.2 The Sweetzer Trust;
- 22 3.2.26.3 Versailles Road Trust;
- 23 3.2.26.4 SCI La Pierre Investment Trust;
- 24 3.2.26.5 John C. Depp II Insurance Trust;
- 25 3.2.26.6 Depp Irrevocable Trust; and
- 26 3.2.26.7 John C. Depp II Living Trust.

27 ///

28

1 3.2.27 Any and all memorabilia, collectibles, antiques, art, books, musical instruments
2 and equipment, watches, and jewelry in Respondent's possession, custody, or control.

3 3.2.28 All of Respondent's premarital, marital, and post-separation earnings,
4 compensation, and accumulations.

5 3.2.29 All premarital, marital, and post-separation debts incurred by Respondent,
6 except as otherwise specifically set forth herein.

7 3.2.30 All assets and investments acquired by Respondent at any time, including any
8 rents, issues, profits, and income from same, except as otherwise set forth herein.

9 3.3 849 S. Broadway, Los Angeles, CA.

10 3.3.1 Respondent shall be awarded all right, title, and interest in and to, and any
11 loans and liabilities thereon, the real properties located at 849 S. Broadway, Los Angeles, California
12 90014, penthouse units 1, 2, 3, 4, and 5 and legally described as follows:

13 849 S. Broadway Unit PH-1, Los Angeles, CA 90014:

14 A CONDOMINIUM COMPRISED OF:

15 PARCEL NO. 1

16 UNIT NO. PHI AS SHOWN AND DESCRIBED IN THE
17 CONDOMINIUM PLAN FOR EASTERN COLUMBIA LOFTS,
18 RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT NO.
19 06-2447336, IN THE OFFICE OF THE LOS ANGELES COUNTY
20 RECORDER (THE "PLAN"), ENCUMBERING LOT 1 OF TRACT
21 NO. 61499, AS SHOWN ON THAT CERTAIN SUBDIVISION MAP
22 RECORDED IN BOOK 1322 AT PAGES 41 TO 42, INCLUSIVE,
23 OF MAPS, IN THE OFFICIAL RECORDS OF LOS ANGELES
24 COUNTY, CALIFORNIA.

25 EXCEPTING AND RESERVING FROM PARCELS NO. 1, 2, 3
26 AND 4, ALL PREVIOUSLY UNRESERVED MINERALS, OIL,
27 GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES
28 AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH
MAY BE PRODUCED FROM THE ABOVE- DESCRIBED LAND
WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET
BELOW THE PRESENT SURFACE OF SUCH LAND FOR THE
PURPOSE OF PROSPECTING FOR, THE EXPLORATION,
DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING
OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER
HYDROCARBON SUBSTANCES AND WATER FROM SUCH
LAND BY MEANS OF MINES, WELLS, DERRICKS OR OTHER
EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR
NEIGHBORING LAND OR LYING OUTSIDE OF THE

1 ABOVE-DESCRIBED LAND, IT BEING UNDERSTOOD THAT
2 THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM,
3 OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET
4 FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON
5 THE SURFACE OR ANY PORTION THEREOF ABOVE SUCH
6 PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT
7 SURFACE OF SUCH LAND FOR ANY PURPOSE
8 WHATSOEVER.

9
10 PARCEL NO. 2

11 AN UNDIVIDED ONE-ONE HUNDRED FORTY-SEVENTH
12 (1/147) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN
13 AND TO ALL OF THE REAL PROPERTY COMPRISING THE
14 COMMON AREA (AS DEFINED IN SECTION 1.19 OF THE
15 DECLARATION DESCRIBED BELOW).

16 PARCEL NO. 3

17 AN EXCLUSIVE EASEMENT APPURTENANT TO THE UNIT
18 FOR STORAGE PURPOSES OVER THAT CERTAIN EXCLUSIVE
19 USE COMMON AREA FOR STORAGE SPACE SHOWN AND
20 DESIGNATED IN THE ABOVE-REFERENCED PLAN AS "S-6".

21 PARCEL NO. 4

22 NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS,
23 EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE,
24 DRAINAGE, USE, ENJOYMENT, REPAIR, AND FOR OTHER
25 PURPOSES, ALL AS DESCRIBED IN THE DECLARATION OF
26 COVENANTS, CONDITIONS AND RESTRICTIONS AND
27 RESERVATION OF EASEMENTS FOR EASTERN COLUMBIA
28 LOFTS RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT
NO. 06-2447337, IN THE OFFICE OF THE LOS ANGELES
COUNTY RECORDER ("DECLARATION").
APN: 5144-017-186

849 S. Broadway Unit PH-2, Los Angeles, CA 90014:

A CONDOMINIUM COMPRISED OF:

PARCEL NO. 1

UNIT NO. PH2 AS SHOWN AND DESCRIBED IN THE
CONDOMINIUM PLAN FOR EASTERN COLUMBIA LOFTS,
RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT NO.
06-2447336, IN THE OFFICE OF THE LOS ANGELES COUNTY
RECORDER (THE "PLAN"), ENCUMBERING LOT 1 OF TRACT
NO. 61499, AS SHOWN ON THAT CERTAIN SUBDIVISION MAP
RECORDED IN BOOK 1322 AT PAGES 41 TO 42, INCLUSIVE,

OF MAPS, IN THE OFFICIAL RECORDS OF LOS ANGELES
COUNTY, CALIFORNIA.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PARCEL NO. 2

AN UNDIVIDED ONE-ONE HUNDRED FORTY-SEVENTH (1/147) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN AND TO ALL OF THE REAL PROPERTY COMPRISING THE COMMON AREA (AS DEFINED IN SECTION 1.19 OF THE DECLARATION DESCRIBED BELOW).

PARCEL NO. 3

AN EXCLUSIVE EASEMENT APPURTENANT TO THE UNIT FOR STORAGE PURPOSES OVER THAT CERTAIN EXCLUSIVE USE COMMON AREA FOR STORAGE SPACE SHOWN AND DESIGNATED IN THE ABOVE-REFERENCED PLAN AS "S-5"

PARCEL NO. 4

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE, DRAINAGE, USE, ENJOYMENT, REPAIR, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR EASTERN COLUMBIA LOFTS RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT NO. 06-2447337, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER ("DECLARATION").

EXCEPTING FROM PARCELS NO. 1, 2, 3 AND 4, FOR THE BENEFIT OF GRANTOR, ITS SUCCESSORS IN INTEREST, THE ASSOCIATION, AND OWNERS OF CONDOMINIUMS IN THE PROJECT, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE, DRAINAGE, USE, REPAIR, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION.

EXCEPTING FROM PARCELS NO. 1, 2, 3 AND 4, ALL PREVIOUSLY UNRESERVED MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM THE ABOVE-DESCRIBED LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SUCH LAND FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SUCH LAND BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE DESCRIBED LAND, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OR ANY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PORTION THEREOF ABOVE SUCH PLANE PARALLEL TO AND
500 FEET BELOW THE PRESENT SURFACE OF SUCH LAND
FOR ANY PURPOSE WHATSOEVER.
APN: 5144-017-187

849 S. Broadway Unit PH-3, Los Angeles, CA 90014:

A CONDOMINIUM COMPRISED OF:

PARCEL 1:

AN UNDIVIDED 1/147TH INTEREST IN AND TO "MODULE A"
OF LOT 1 OF TRACT NO. 061499, IN THE CITY OF LOS
ANGELES, COUNTY OF LOS ANGELES, STATE OF
CALIFORNIA, AS PER MAP RECORDED IN BOOK 1322 AT
PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

EXCEPT THEREFROM UNITS 101 AND 102, MOL THROUGH
MU INCLUSIVE, 201 THROUGH 211 INCLUSIVE, 301
THROUGH 312 INCLUSIVE, 401 THROUGH 412 INCLUSIVE,
501 THROUGH 512 INCLUSIVE, 601 THROUGH 612
INCLUSIVE, 701 THROUGH 712 INCLUSIVE, 801 THROUGH
812 INCLUSIVE, 901 THROUGH 912 INCLUSIVE, 1001
THROUGH 1011 INCLUSIVE, 1101 THROUGH 1111 INCLUSIVE,
1201 THROUGH 1212 INCLUSIVE, PH1 THROUGH PH 5
INCLUSIVE, AS DEFINED AND DELINEATED ON THE
CONDOMINIUM PLAN RECORDED NOVEMBER 3, 2006, AS
INSTRUMENT NO. 06-2447336 OF OFFICIAL RECORDS.

RESERVING THEREFROM EXCLUSIVE EASEMENTS FOR
STORAGE SPACES, TOGETHER WITH THE RIGHT TO GRANT
THE SAME TO OTHERS, OVER THOSE PORTIONS OF SAID
LAND DEFINED AND DELINEATED AS STORAGE SPACES 51
THROUGH 525, INCLUSIVE ON THE ABOVE REFERENCED
CONDOMINIUM PLAN.

PARCEL 2:

UNIT PH-3 OF SAID AS DEFINED AND DELINEATED ON THE
ABOVE REFERENCED CONDOMINIUM PLAN.
APN: 5144-017-188

849 S. Broadway Unit PH-4, Los Angeles, CA 90014:

A CONDOMINIUM COMPRISED OF:

PARCEL NO. 1

UNIT NO. PH 4 AS SHOWN AND DESCRIBED IN THE
CONDOMINIUM PLAN FOR EASTERN COLUMBIA LOFTS,

1 RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT NO
2 06-2447336, IN THE OFFICE OF THE LOS ANGELES COUNTY
3 RECORDER (THE "PLAN"), ENCUMBERING LOT 1 OF TRACT
4 NO. 61499, AS SHOWN ON THAT CERTAIN SUBDIVISION MAP
5 RECORDED IN BOOK 1322 AT PAGES 41 TO 42, INCLUSIVE,
6 OF MAPS; IN THE OFFICIAL RECORDS OF LOS ANGELES
7 COUNTY, CALIFORNIA.

8 EXCEPTING THEREFROM, NON-EXCLUSIVE EASEMENTS
9 FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT,
10 SUPPORT, MAINTENANCE, DRAINAGE, USE, REPAIR, AND
11 FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE
12 DECLARATION.

13 EXCEPTING FROM PARCELS NO. 1, 2, 3 AND 4, ALL
14 PREVIOUSLY UNRESERVED MINERALS, OIL, GAS,
15 PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND
16 ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY
17 BE PRODUCED FROM THE ABOVE-DESCRIBED LAND WHICH

18 UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW
19 THE PRESENT SURFACE OF SUCH LAND FOR THE PURPOSE
20 OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT,
21 PRODUCTION, EXTRACTION AND TAKING OF SUCH
22 MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON
23 SUBSTANCES AND WATER FROM SUCH LAND BY MEANS OF
24 MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM
25 SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING
26 LAND OR LYING OUTSIDE OF THE ABOVE-DESCRIBED
27 LAND, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH
28 MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON
SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL
HAVE NO RIGHT TO ENTER UPON THE SURFACE OR ANY
PORTION THEREOF ABOVE SUCH PLANE PARALLEL TO AND
500 FEET BELOW THE PRESENT SURFACE OF SUCH LAND
FOR ANY PURPOSE WHATSOEVER.

PARCEL NO. 2

AN UNDIVIDED ONE-ONE HUNDRED FORTY-SEVENTH
(1/147) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN
AND TO ALL OF THE REAL PROPERTY COMPRISING THE
COMMON AREA (AS DEFINED IN SECTION 1.19 OF THE
DECLARATION DESCRIBED BELOW).

PARCEL NO. 3

AN EXCLUSIVE EASEMENT APPURTENANT TO THE UNIT
FOR STORAGE PURPOSES OVER THAT CERTAIN EXCLUSIVE

USE COMMON AREA FOR STORAGE SPACE SHOWN AND
DESIGNATED IN THE ABOVE-REFERENCED PLAN AS "S-4".

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PARCEL NO. 4

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE, DRAINAGE, USE, ENJOYMENT, REPAIR, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR EASTERN COLUMBIA LOFTS RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT NO. 06-2447337, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER ("DECLARATION").
APN: 5144-017-189

849 S. Broadway Unit PH-5, Los Angeles, CA 90014:

A CONDOMINIUM COMPRISED OF:

PARCEL NO. 1

UNIT NO. PH 5 AS SHOWN AND DESCRIBED IN THE CONDOMINIUM PLAN FOR EASTERN COLUMBIA LOFTS, RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT NO. 06-2447336, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER (THE "PLAN"), ENCUMBERING LOT 1 OF TRACT NO. 61499, AS SHOWN ON THAT CERTAIN SUBDIVISION MAP RECORDED IN BOOK 1322 AT PAGES 41 TO 42, INCLUSIVE, OF MAPS, IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPTING THEREFROM PARCELS NO. 1, 2, 3 AND 4, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE, DRAINAGE, USE, REPAIR, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION.

EXCEPTING FROM PARCELS NO. 1, 2, 3 AND 4, ALL PREVIOUSLY UNRESERVED MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM THE ABOVE-DESCRIBED LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SUCH LAND FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SUCH LAND BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE DESCRIBED LAND, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL NO RIGHT TO ENTER UPON THE SURFACE OR ANY PORTION

1 THEREOF ABOVE SUCH PLANE PARALLEL TO AND 500 FEET
2 BELOW PRESENT SURFACE OF SUCH LAND FOR ANY
3 PURPOSE WHATSOEVER.

4 PARCEL NO. 2

5 AN UNDIVIDED ONE-ONE HUNDRED FORTY-SEVENTH
6 (1/147) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN
7 AND TO ALL OF THE REAL PROPERTY COMPRISING THE
8 COMMON AREA (AS DEFINED IN SECTION 1.19 OF THE
9 DECLARATION DESCRIBED BELOW).

10 PARCEL NO. 3

11 AN EXCLUSIVE EASEMENT APPURTENANT TO THE UNIT
12 FOR STORAGE PURPOSES OVER THAT CERTAIN EXCLUSIVE
13 USE COMMON AREA FOR STORAGE SHOWN AND
14 DESIGNATED IN THE ABOVE-REFERENCED PLAN AS "S-19".

15 PARCEL NO. 4

16 NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS,
17 EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE,
18 DRAINAGE, USE, ENJOYMENT, REPAIR, AND FOR OTHER
19 PURPOSES, ALL AS DESCRIBED IN THE DECLARATION OF
20 COVENANTS, CONDITIONS AND RESTRICTIONS AND
21 RESERVATION OF EASEMENTS FOR EASTERN COLUMBIA
22 LOFTS RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT
23 NO. 06-2447337, IN THE OFFICE OF THE LOS ANGELES
24 COUNTY RECORDER ("DECLARATION").
25 APN: 5144-017-190

26 3.3.2 On or before September 1, 2016, Petitioner shall vacate and/or cause any third
27 parties to vacate penthouse units 1, 4, and 5. Any and all of Petitioner's and/or third parties' personal
28 property shall be removed therefrom by that date. Respondent or his representatives shall be
permitted to list for sale, market and sell penthouse units 1 and 2 immediately, and penthouse units 4
and 5 effective September 1, 2016. It is acknowledged and confirmed that Petitioner has fully
complied with this provision.

3.3.3 Petitioner shall leave penthouse units 1, 4 and 5 in good condition, and it is
acknowledged and confirmed that Petitioner has met all obligations of this instant provision. Except
as otherwise set forth herein and for all those awarded to Petitioner, all household items therein (not
including clothing and other personal effects) shall remain in the units when the units are vacated.

///

1 3.3.4 On or before December 31, 2016, Petitioner shall vacate and/or cause any third
2 parties to vacate penthouse unit 3. Commencing September 1, 2016, Petitioner shall make penthouse
3 unit 3 available to be shown to prospective buyers of the property upon 48 hours written notice.
4 Petitioner shall ensure that penthouse unit 3 is clean and in good condition for any and all properly
5 noticed showings. A representative of Petitioner shall be present to ensure that no pictures or
6 personal belongings are taken during showings.

7 3.3.5 Petitioner and Respondent shall meet and confer to divide the furniture and
8 furnishings contained in penthouse units 3 and 5. Furniture and furnishings shall specifically exclude
9 any and all items in penthouse unit 2 and any and all artwork located in any of Respondent's
10 residences or office, which shall be awarded to Respondent as his separate property. Petitioner shall
11 be awarded as her separate property any and all of her personal possessions, clothing, jewelry, books,
12 etc. Respondent's representatives shall retrieve any and all of his personal possessions, clothing,
13 instruments, books, jewelry and artwork from penthouse units 1, 2, and 4 on or before August 15,
14 2016. After the parties have met and conferred, and agreed upon the division of the furniture and
15 furnishings in penthouse units 3 and 5, Respondent's representatives shall retrieve items awarded to
16 Respondent from said units.

17 **4. EQUALIZATION PAYMENT**

18 4.1 To effectuate an equal division of the community estate and to resolve all other issues
19 between the parties, Respondent shall pay to Petitioner the sum of \$7,000,000, as follows:

20 4.1.1 \$200,000 on or before August 31, 2016. Petitioner and Respondent
21 acknowledge and agree that said payment was made by Respondent as follows: \$100,000 to the
22 American Civil Liberties Union and \$100,000 to Children's Hospital of Los Angeles. Petitioner and
23 Respondent further acknowledge and agree that Respondent shall be entitled to claim this charitable
24 contribution on his federal and state income tax returns.

25 4.1.2 \$1,000,000 within three (3) days of entry of this Judgment;

26 ///

27 ///

28

1 4.1.3 Respondent shall make additional payments to Petitioner on or before the dates
2 listed below, unless this Judgment has not yet been executed by Petitioner and her counsel, in which
3 event the payment shall be delayed until the execution of the Judgment:

4 4.1.3.1 \$1,000,000 on or before February 1, 2017;

5 4.1.3.2 \$1,000,000 on or before May 1, 2017;

6 4.1.3.3 \$1,000,000 on or before August 1, 2017;

7 4.1.3.4 \$500,000 on or before November 1, 2017; and

8 4.1.3.5 \$2,300,000 on or before February 1, 2018.

9 4.2 The payments set forth in paragraph 4.1 above shall accelerate upon the sale of the
10 real property owned by Respondent in France (referenced in paragraph 3.2 above). Within ten (10)
11 business days of the close of escrow on the real property in France, Respondent shall pay Petitioner
12 25% of the net proceeds from the sale up to the full amount of the equalization payment then due and
13 owing to Petitioner pursuant to paragraph 4.1 above. This payment shall be made directly through
14 escrow. Under no circumstances shall Petitioner be entitled to more than the \$7,000,000 equalization
15 payment set forth in paragraph 4.1 above. Further, under no circumstances shall Respondent's
16 obligation to pay the full amount of the equalization payment of \$7,000,000 to Petitioner as set forth
17 in paragraph 4.1 above be extinguished or discharged by any type of bankruptcy proceedings,
18 bankruptcy procedure, the filing of a petition (voluntary or involuntary) declaring Respondent
19 personally or any of his related corporations bankrupt and thereafter unable to meet Respondent's
20 payment obligations due to Petitioner.

21 4.3 The equalization payments set forth in paragraph 4.1 above shall be secured by
22 Respondent's back-end compensation from Pirates of the Caribbean 5 and the Sweetzer real
23 properties (referenced in paragraph 3.2 above) confirmed to Respondent.

24 4.4 The equalization payments provided above are nontaxable, non-modifiable, and
25 non-terminable upon Respondent's death, Petitioner's death, or Petitioner's remarriage and shall not
26 be subject to further order of Court. In the event of Respondent's death prior to satisfaction of the
27 obligations set forth herein, Respondent's estate shall remain liable for the obligations set forth in this
28

1 section regardless of whether Respondent's estate is probated. The equalization payments are
2 intended to be tax-free payments to Petitioner under Internal Revenue Code Section 1041 as a
3 transfer incident to divorce and shall not be deducted by either party or taxable to either party.

4 4.5 The equalization payments are considered a domestic support obligation and shall not
5 be dischargeable in any bankruptcy proceeding filed by Respondent.

6 4.6 The equalization payments are not considered a debt but rather an order, and
7 therefore, in the event that Respondent fails to make the payments, Petitioner shall be entitled to
8 enforce the payments in an enforcement action. The Court shall have jurisdiction to issue appropriate
9 enforcement orders against Respondent if he fails to make the equalization payments.

10 5. MUTUAL WAIVER OF SPOUSAL SUPPORT

11 5.1 Petitioner and Respondent have each forever absolutely waived and released any and
12 all rights which he or she may have to seek spousal support, maintenance, or alimony from the other
13 party at any time. Each party has released and discharged the other from any and all obligations,
14 statutory or otherwise, to provide spousal support, maintenance, or alimony to the other. The parties
15 acknowledge and agree that no spousal support arrearages are owed by either party to the other
16 party.

17 5.2 No Court shall ever obtain or retain jurisdiction to order or award any spousal support
18 payable by either party to the other party at any time, regardless of any circumstances that may arise.
19 This jurisdictional limitation is absolutely non-modifiable and no Court shall ever have the power to
20 set any support payable by Petitioner to Respondent, or by Respondent to Petitioner. Having made
21 this waiver, Petitioner and Respondent acknowledge and agree that each is precluded from making
22 any subsequent claim for spousal support. Petitioner and Respondent acknowledge and agree that
23 this waiver may result in hardship to either one of them at some point in the future, and that each has
24 considered this in electing to fix for all time the rights of Petitioner and Respondent to receive spousal
25 support from the other.

26 ///

27 ///

28

1 5.3 With the advice of experienced, competent counsel, and with full knowledge of her
2 rights and the effect of the waiver, Petitioner has waived her right to seek any spousal support from
3 Respondent. With the advice of experienced, competent counsel, and with full knowledge of his
4 rights and the effect of the waiver, Respondent has waived his right to seek any spousal support from
5 Petitioner. The Court approves said waiver and based thereon terminates forever its jurisdiction to
6 order spousal support from Petitioner to Respondent or from Respondent to Petitioner.

7 5.4 Each party has represented and acknowledged, for the other to rely upon in entering
8 into this Judgment and for the Court to rely upon in signing this Judgment, that he or she has fully
9 discussed the spousal support provisions of this Judgment with his or her lawyer, that he or she
10 understands that except for their agreement, the Court would have to take into consideration their
11 marital lifestyle, their respective income and needs, the duration of their marriage, and many other
12 factors. The waivers contained in this Judgment are absolute and irrevocable. Once the Court
13 relinquishes jurisdiction over spousal support, the Court can never again, for any reason, consider the
14 subject of, or make an award of, spousal support.

15 5.5 The parties have acknowledged and agreed that they have carefully bargained in this
16 Judgment for the mutual waiver of spousal support, and that said waiver is an integral part of their
17 negotiations, and an integral part of the terms and conditions of this Judgment. The parties have
18 acknowledged, each to the other, that they understand that such relinquishment of the right to spousal
19 support and maintenance is permanent and may not be resurrected for any purpose whatsoever,
20 notwithstanding what their economic or physical condition is now or may be in the future. The
21 parties have knowingly and with the advice of counsel permanently waived any right they may have
22 from the other for support or maintenance or the equivalent thereto. The parties further acknowledge
23 that they are familiar with and have been advised as to the legal import of the case of *In re Marriage*
24 *of Vomacka* (1984) 36 Cal.3d 459 and those cases that follow its principle. The provisions herein are
25 intended to comply with the requirements of *In re Marriage of Brown* (1995) 35 Cal.App.4th. 785
26 and *In re Marriage of Iberiti* (1997) 55 Cal.App.4th 1434, to make clear that no Court shall have the
27 authority to award spousal/partner support to Petitioner or Respondent at any time. Thus, the parties

28

- 25 -

MARRIAGE OF DEFF
STIPULATED JUDGMENT OF DISSOLUTION OF MARRIAGE
L.A.S.C. CASE NO. BD64105Z

ALD

JCD

jb2 091416 - A.V.L.wpd

1 acknowledge they each have intended to memorialize the absolute and unequivocal intention of the
2 parties to mutually waive forever their right to receive or claim spousal support or its equivalent from
3 the other for all time.

4 **6. ATTORNEYS, ACCOUNTANTS, AND EXPERTS FEES AND COSTS**

5 6.1 The parties acknowledge that they agree to cooperate fully with each other in this
6 dissolution proceeding until the entry of the Judgment in this matter in order to minimize the amount
7 of attorneys' fees and costs each party will incur.

8 6.2 Petitioner and Respondent shall each remain responsible for his or her respective
9 attorneys', accountants', and/or other experts' fees and costs incurred through the entry of Judgment,
10 with the exception of a \$500,000 contribution by Respondent toward Petitioner's attorneys' fees and
11 costs. Said \$500,000 contribution shall be paid directly to Petitioner's attorney Samantha Spector as
12 follows:

13 6.2.1 \$100,000 on or before August 31, 2016. Petitioner and Respondent
14 acknowledge that this provision was satisfied and said payment was timely made to Samantha
15 Spector.

16 6.2.2 Respondent shall make additional payments to Samantha Spector on or before
17 the dates listed below, unless the Judgment has not yet been executed by Petitioner and her counsel,
18 in which event the payment shall be delayed until the execution of the Judgment:

19 6.2.3 \$150,000 on or before December 1, 2016; and

20 6.2.4 \$250,000 on or before February 1, 2017.

21 6.3 The Court retains jurisdiction over the issue of attorneys' fees and costs incurred by
22 either party after the Effective Date.

23 **7. TAXES**

24 7.1 Petitioner and Respondent acknowledge and agree that each has filed or intends to file
25 separate federal and state income tax returns for calendar year 2015 and throughout the marriage.
26 Each party shall be solely liable for all taxes arising from his or her respective income tax returns
27 including, but not limited to, any taxes, assessments, interest, and penalties due.

28

1 7.2 Petitioner and Respondent shall continue to file separate federal and state income tax
2 returns (single or married with a new spouse or head of household) each year from and including
3 calendar year 2016. Petitioner and Respondent shall each be responsible for his or her respective
4 income tax liability attributable to calendar year 2016 and each calendar year thereafter (based upon
5 her or his income and deductions shown on his or her separate returns) and each shall be entitled to
6 his or her respective tax refund and credits for 2016 and thereafter.

7 7.3 The parties acknowledge and agree that no less than \$10,000,000 in income tax debt
8 accrued during the parties' marriage. Respondent shall assume all such community property and
9 separate property income tax debt, with the exception of any community property income tax debt
10 incurred as a consequence of Petitioner's work efforts during the marriage.

11 7.4 Each party shall pay, indemnify, defend, and hold the other party free and harmless
12 from any and all tax liabilities, penalties and interest attributable to each of the party's respective
13 incomes (defined as community property income earned by each party based on their work efforts
14 during the marriage and their separate property income) for the years prior to the marriage, the
15 calendar year 2015, and all calendar years thereafter. Each party shall pay, indemnify, defend, and
16 hold the other party free and harmless from and against all liability arising from the filing of their
17 respective separate state and federal income tax returns pursuant to this paragraph.

18 7.5 Except as otherwise set forth herein, Petitioner shall assume all income and liabilities
19 (if any) for those assets awarded and confirmed to her in Section 3.1 above and pay any and all taxes
20 for said income and claim any deductions commencing with her 2016 federal and state income tax
21 returns and shall indemnify and hold Respondent harmless therefrom. Except as otherwise set forth
22 herein, Respondent shall assume all income and liabilities (if any) for those assets awarded and
23 confirmed to him in Section 3.1 above and pay any and all taxes for said income and claim any
24 deductions commencing with his 2016 federal and state income tax returns and shall indemnify and
25 hold Petitioner harmless therefrom.

26 7.6 All allocations of property hereunder are transfers of property incident to divorce,
27 within the meaning of Internal Revenue Code Section 1041.
28

1 7.7 Except as otherwise expressly provided herein, each party shall be responsible for, and
2 indemnify and hold the other harmless from, any taxes due as a result of post-judgment
3 ownership, sale, transfer, or other transaction involving rights or assets that each party obtains or
4 retains under this Judgment.

5 7.8 As used in this section, the words "assessment", "tax," "taxes," "deficiency," and
6 "refund" shall include interest and penalties, if any.

7 7.9 Each party has been further advised by his or her counsel that such counsel are not tax
8 experts, that there are certain tax consequences that may follow from this Judgment, and that each
9 party has been advised to seek independent tax counsel to advise them of the tax consequences, and
10 such counsel cannot make representations or render advice with respect to the tax consequences to
11 either party as a result of the terms of this Judgment.

12 7.10 Neither party shall file any tax returns that are inconsistent with the tax consequences
13 contemplated by the parties in this Judgment.

14 7.11 In the event of a dispute, the Court shall retain jurisdiction to make further Orders that
15 are necessary to enforce the provisions of this tax section and/or any other portion of this Judgment.

16 **8. OTHER PROCEEDINGS**

17 8.1 Petitioner represents, and Respondent acknowledges and agrees, that on August 16,
18 2016 Petitioner dismissed her Request for Domestic Violence Restraining Orders against Respondent,
19 with prejudice, in this dissolution action. The parties agree that neither Petitioner nor Respondent
20 was the prevailing party for purposes of Code of Civil Procedure Section 1032, Family Code Section
21 6344, or any other statute.

22 8.2 On September 2, 2016, Petitioner dismissed, without prejudice, the action she initiated
23 against Doug Stanhope in Arizona: Amber Heard v. Doug Stanhope, Arizona Superior Court,
24 Cochise County Case No. CV201600280, and such dismissal has been confirmed. Petitioner shall not
25 initiate any other proceeding against Doug Stanhope relating to his conduct prior to August 16, 2016.
26 Petitioner may, however, file a future claim against Doug Stanhope in the event that Doug

27 *///*

28

1 Stanhope engages in actionable conduct after August 16, 2016. Respondent represents that he timely
2 made his best efforts to request that Doug Stanhope make a positive statement about Petitioner.

3 8.3 Neither Petitioner nor Respondent shall pursue any civil action (including, but not
4 limited to, actions for assault or battery, negligent or intentional infliction of emotional distress, libel,
5 slander, or defamation, and/or any "Marvin" claims arising before the parties' marriage) against the
6 other for any reason in any jurisdiction for anything that occurred for the time period through and
7 including the execution of the DPM on August 15/16, 2016.

8 8.4 Petitioner represents that she has not filed a police report claiming there was any
9 criminal wrongdoing by Respondent. Petitioner shall not be limited in any way with fully complying
10 with any valid legal process or cooperating with any law enforcement investigation. In the event that
11 Petitioner is served with any valid legal process relating in any way to Respondent and/or this
12 dissolution action, Petitioner shall notify Respondent in writing within 48 hours of receipt of that legal
13 process so that Respondent may make any and all appropriate and legal objections to such process as
14 he deems necessary.

15 **9. TRANSFER OF PROPERTY**

16 9.1 All property divided pursuant to this Judgment shall become the separate property
17 and/or obligation of the party so designated to receive such property as of August 16, 2016. The
18 party receiving such divided property shall indemnify and hold the other party harmless from any and
19 all debts, liabilities, or obligations in connection with such property.

20 9.2 Each party shall promptly, upon request of the other party or counsel of the other
21 party, execute, acknowledge, and deliver to the other party, his or her heirs, executors,
22 administrators, or other representatives, all deeds, tax returns, amendments to tax returns, amended
23 returns, leases, contracts, releases, certificates of partnerships, escrow agreements, partnership
24 agreements, loan agreements, refinancing agreements, loan applications, bills of sale, insurance
25 documents, designations of beneficiaries, and/or other instruments and documents which may
26 hereafter be necessary or desirable to enable either of the parties to sell, transfer, redesignate

27 ///

28

1 beneficiaries, or own any real or personal property acquired under, before or after the execution of
2 this Judgment, or to carry out the terms of this Judgment.

3 9.3 Should a party required to execute and deliver such documents fail to do so within
4 seven (7) days after demand has been made by the party entitled thereto, then the other party may
5 make an emergency application to the court, accompanied by the minimum of forty-eight (48) hours
6 (excluding Saturdays, Sundays and legal holidays) telephonic *ex-parte* notice of such application to
7 the other party, in order to carry out such orders as may be necessary to obtain the execution of said
8 documents and to obtain delivery of same to the party entitled thereto; and, the Clerk of the Court or
9 the Assistant Clerk of the Court may sign in place of the other party pursuant to the request of the
10 party making the application.

11 9.4 The Court retains jurisdiction to make such other and further orders as may be
12 necessary, convenient, or required with respect to the form of any documents which are or may be
13 necessary to effectuate the purpose of this Judgment, and any aggrieved party may make application
14 to the Court for such purposes upon *ex parte* application on forty-eight (48) hours advance notice as
15 defined above.

16 9.5 Notwithstanding the failure or refusal of either party to execute any such document or
17 instrument, the parties' execution of this Judgment shall constitute a full and complete transfer,
18 conveyance, or assignment of the property herein designated as being transferred, conveyed, or
19 assigned by each party.

20 **10. ASSIGNMENT OF DEBTS/OBLIGATIONS**

21 10.1 Petitioner and Respondent acknowledge and agree that there are no community debts
22 or obligations due and owing by the parties or either of them not otherwise specifically set forth in
23 this Judgment. In the event there are community obligations or other obligations not otherwise
24 provided for in this Judgment, the party who incurred such obligation(s) shall assume full
25 responsibility to discharge said obligation(s), and shall indemnify and hold the other party free and
26 harmless therefrom.

27 ///

28

1 10.2 Except as otherwise set forth herein, Petitioner hereby assumes and agrees to pay any
2 and all unpaid debts and obligations incurred by Petitioner prior to the Date of Marriage, during the
3 marriage, and subsequent to the Date of Separation, and to indemnify Respondent and hold him
4 harmless therefrom.

5 10.3 Except as otherwise set forth herein, Respondent hereby assumes and agrees to pay
6 any and all unpaid debts and obligations incurred by Respondent prior to the Date of Marriage,
7 During the Marriage, and subsequent to the Date of Separation, and to indemnify Petitioner and hold
8 her harmless therefrom.

9 10.4 Each party is ordered to indemnify and hold the other harmless from any and all debts
10 and obligations relating to or arising out of the assets confirmed to each respective party
11 under this Judgment, and from all costs and expenses, including, but not limited to, attorneys' fees, in
12 connection therewith.

13 10.5 Except as otherwise set forth herein, Petitioner warrants to Respondent that
14 Petitioner has not incurred (except as otherwise provided in this Judgment), nor will Petitioner incur,
15 any liability, or obligation for which Respondent is or may be liable. If any claim, action, or
16 proceedings arising out of the representation set forth in this paragraph shall hereafter be brought
17 seeking to hold Respondent liable on account of any liability or obligation for which Petitioner is or
18 may be liable, Petitioner shall, at Petitioner's sole expense, defend Respondent against all such claims
19 or demands and Petitioner shall hold Respondent free and harmless therefrom. Respondent shall be
20 entitled to recover from Petitioner in such action, by cross-complaint, the amount of any Judgment
21 rendered against Respondent and Respondent shall be entitled to recover for all reasonable costs and
22 attorneys', accountants', and other expert fees incurred by Respondent. If Respondent is served with
23 legal process, Respondent may appear through counsel, defend the action, and also cross-complain
24 against Petitioner. Alternatively, at Respondent's option, he may seek redress for any judgment
25 suffered by him, including the aforementioned costs and fees via a Request for Order proceeding.

26 10.6 Except as otherwise set forth herein, Respondent warrants to Petitioner that
27 Respondent has not incurred (except as otherwise provided in this Judgment), nor will Respondent
28

1 incur, any liability or obligation for which Petitioner is or may be liable. If any claim, action or
2 proceedings arising out of the representation set forth in this paragraph shall hereafter be brought
3 seeking to hold Petitioner liable on account of any liability or obligation for which Respondent is or
4 may be liable, Respondent shall, at Respondent's sole expense, defend Petitioner against all such
5 claims or demands and Respondent shall hold Petitioner free and harmless therefrom. Petitioner shall
6 be entitled to recover from Respondent in such action, by cross-complaint, the amount of any
7 Judgment rendered against Petitioner and Petitioner shall be entitled to recover for all reasonable
8 costs and attorneys', accountants', and other expert fees incurred by Petitioner. If Petitioner is served
9 with legal process, Petitioner may appear through counsel, defend the action, and also cross-complain
10 against Respondent. Alternatively, at Petitioner's option, she may seek redress for any judgment
11 suffered by her, including the aforementioned costs and fees via a Request for Order proceeding.

12 10.7 Except as otherwise set forth herein, each party has warranted to the other that he or
13 she shall not hereafter incur any indebtedness chargeable against the other or his or her estate, nor
14 contract any debt or obligation in the name of the other, and each party is ordered to indemnify and
15 hold the other harmless from and against any such indebtedness hereafter incurred or created by such
16 indemnifying party. Except as otherwise specifically set forth in this Judgment, each of the parties
17 hereto warrants to the other that he or she has not incurred any liability or obligation on which the
18 other is or may be liable. Petitioner and Respondent each shall indemnify and hold harmless the other
19 party from and against any such liability or obligations heretofore incurred.

20 10.8 Both parties shall forthwith surrender and cancel all credit cards and charge accounts
21 presently outstanding upon which the other is, would, or may become liable. Each party
22 acknowledges and agrees that each shall be solely responsible for payment of any outstanding credit
23 card or charge account obligations held in his or her respective name.

24 **11. DISCLOSURE OF COMMUNITY AND SEPARATE PROPERTY / OMITTED**
25 **ASSETS**

26 11.1 Petitioner and Respondent warrant and represent to the other that they have disclosed
27 in writing in their respective Declarations of Disclosure and in this Judgment all community,
28

1 quasi-community, and separate property assets and liabilities, and that neither of them knows of any
2 real or personal community or separate property except that which is set forth in their Declarations of
3 Disclosure and in this Judgment.

4 11.2 If it shall hereafter be determined by a Court of competent jurisdiction that either
5 Petitioner or Respondent is now possessed of any community and/or quasi-community property not
6 set forth herein or that Petitioner or Respondent has not disclosed herein, or that either of them, since
7 the Date of Separation has made, without the consent of the other, any gift, transfer, conveyance, or
8 assignment of any community property, in the amount of \$10,000 or more, not disclosed to the other,
9 the Court shall divide the community and/or quasi-community property pursuant to Family Code
10 Section 2556.

11 11.3 Should either party subsequently learn of any undisclosed community gifts or any
12 after-discovered and/or omitted property, or should any Court so determine that either party failed to
13 disclose gifts of community property or failed to disclose the existence of any community,
14 quasi-community, or separate property, the parties agree that said events and/or determination shall
15 not void or invalidate this Judgment.

16 11.4 None of the parties' rights set forth in this Section 11 shall be limited by the mutual
17 release of claims set forth in Section 12 herein. The Court reserves jurisdiction to make disposition of
18 all after-discovered and/or undistributed community and/or quasi-community property not otherwise
19 disposed of by this Judgment.

20 **12. WAIVER OF RIGHTS TO REIMBURSEMENT, INHERITANCE, AND AUDITING**
21 **RIGHTS**

22 12.1 Except as otherwise expressly set forth in this Judgment, each party has waived all
23 rights to reimbursement including, but not limited to, the following:

24 12.1.1 *Epstein credits [In re Marriage of Epstein (1979) 24 Cal.App.3d 76]* and all
25 rights of reimbursement to which a party may be entitled as a result of the payment of community
26 obligations since the Date of Separation.

27 ///

28

1 12.1.2 *Watts* charges [*In re Marriage of Watts* (1985) 171 Cal.App.3d 366] and all
2 rights to reimbursement to which a party or the community may be entitled as a result of one party's
3 use of community assets since the Date of Separation.

4 12.1.3 All rights to reimbursement under Family Code Section 2640 or otherwise, for
5 separate property contributed to the acquisition or maintenance of community property, including
6 without limitation all Section 2640 claims which the parties may otherwise have.

7 12.1.4 Claims against either party to account for community property received,
8 possessed or expanded by either party after the Date of Separation other than as stated in this
9 Judgment.

10 12.1.5 Claims pursuant to *Jeffries* (credit and reimbursements) [*Marriage of Jeffries*
11 (1991) 228 Cal.App.3d 548] for the allocation or offset of *Epstein* credits and *Watts* charges.

12 12.1.6 All claims to reimbursements from the other party and/or community estate
13 regarding loans or payments made to or on behalf of the parties and/or the community estate
14 subsequent to the Date of Separation through the Effective Date by the parties and their attorneys.

15 12.1.7 Any other claims by or against either party, by or against the community estate
16 for any credit, reimbursement, or surcharge, except as otherwise provided for herein.

17 12.1.8 Claims or reimbursements for liability, property, automobile, or other insurance
18 premiums paid in advance of the Effective Date.

19 12.2 The waivers set forth herein supersede all existing court orders, stipulations and
20 agreements between the parties. The parties each have warranted and represented that said waivers
21 are made as part of and in consideration for the division of assets as provided for in this Judgment.

22 12.3 Each party specifically waives any further auditing or accounting rights through the
23 Effective Date with respect to the assets and debts awarded and confirmed to the other party herein.

24 12.4 Neither party hereto shall in any manner, directly or indirectly, contest or oppose the
25 probate of the other's will whether heretofore or hereafter made. Each of the parties hereby waives
26 and releases in favor of the other party all of his or her right to act as administrator or executor or
27 otherwise to administer the other party's estate. Each of the parties hereby waives, relinquishes,
28

1 releases, and forever surrenders in favor of the other party, and to his or her heirs, assigns, and legal
2 representatives, any and all of his or her rights to claims or rights of election to take or acquire under
3 the laws of the State of California, or any other jurisdiction, any property, benefit or interest of any
4 kind, nature or description, under any will or testament of the other, and any and all right to inherit,
5 one from the other, and any and all rights to receive any real or personal property (no matter how or
6 when said property was acquired) of the other upon the death of the other, either under the laws of
7 succession or under community property laws, or by way of dower, curtsy, or otherwise. Petitioner
8 and Respondent waive, release, relinquish, and surrender all such claims and rights, if any, in favor of
9 the heirs of the other party—it being understood that neither of the parties hereto shall have any right
10 to inheritance, descent, or distribution of any kind in or to the estate of the other. Notwithstanding
11 anything to the contrary stated herein, either party hereto may, by will executed subsequent to the
12 date of the signing of this Judgment, make provisions contrary to those herein stated.

13 12.5 Except as set forth in Section 4.4, each party has relinquished the right to act as
14 executor or administrator of the estate of the other, all right to inherit from the other and all rights to
15 receive in any manner any property of the other upon the death of the other, either under the laws of
16 succession or under community property laws, or by dower, curtesy, family allowance, probate
17 homestead, or any statutory substitute therefore, or otherwise, except as devisee, legatee, or
18 beneficiary under any Last Will and Testament or other instrument executed after the Effective Date
19 by either party herein or when the other party may be named in such capacity.

20 **13. MUTUAL RELEASE OF CLAIMS**

21 13.1 Except as otherwise expressly set forth in this Judgment, and except for the claims,
22 obligations, and rights in this Judgment created against or in favor of either of the parties hereto,
23 which claims, obligations, and rights are expressly reserved from the operation of this Section 13,
24 Petitioner and Respondent have released the other and all of his or her respective agents,
25 representatives, attorneys, heirs, insurers, assigns and successors-in-interest, from any and all claims,
26 demands, damages, debts, liabilities, obligations, accounts, reckonings, allegations, costs, expenses,
27 liens, actions, causes, and causes of action, of any kind and nature whatsoever through and including
28

1 the date of entry of this Judgment. Each of the parties agrees and understands that there is a risk that
2 subsequent to the execution or entry of this Judgment, either of them may incur or suffer loss,
3 damage, or injuries which are in some way caused by, or related to, the matters released herein, which
4 are unknown or unanticipated at the time this Judgment is executed or entered. Each party hereto
5 assumes said risk and agrees to hold the other party harmless therefrom.

6 13.2 Notwithstanding the terms of this Section 13, nothing contained in this Judgment shall
7 be interpreted or construed as a waiver of the parties' rights of full disclosure of community and
8 quasi-community property under California Family Code Section 2120-2128. The Court retains
9 jurisdiction over such non-disclosure claims pursuant to California Family Code Section 2556 with
10 respect to enforcement of said Family Code Sections as set forth above.

11 13.3 Except for the benefits, rights, and obligations created by this Judgment or reserved
12 herein and except as to any action to enforce this Judgment, it is the intention of the parties that this
13 Judgment shall be a full and final accord and satisfaction of all claims, known and unknown, which
14 each may have against the other. The parties hereby waive Civil Code Section 1542, which provides
15 that "A general release does not extend to claims which the creditor does not know or suspect to
16 exist in his or her favor at the time of executing the release, which if known by him or her must
17 have materially affected his or her settlement with the debtor."

18 **14. ADVICE OF COUNSEL**

19 14.1 Petitioner has acknowledged and represented that she has been represented by
20 Samantha Spector of Spector Law and Pierce O'Donnell of Greenberg, Glusker, Fields, Claman &
21 Machtinger LLP in the negotiations for and in the preparation of this Judgment and in connection
22 with the action for the dissolution of the marriage of the parties.

23 14.2 Respondent has acknowledged and represented that he has been represented by Laura
24 A. Wasser and Samantha Klein of Wasser, Cooperman & Mandles, P.C., Patricia Glaser and Kerry
25 Garvis Wright of Glaser, Glaser, Weil, Fink, Howard, Avchen & Shapiro, LLP, in the negotiations
26 for and in the preparation of this Judgment and in connection with the action for the dissolution of the
27 marriage of the parties.

28

1 14.3 The parties acknowledge and agree that they have not been told that any provision of
2 this Judgment is "standard." The parties have reviewed each and every one of the provisions of this
3 Judgment and have negotiated those provisions as necessary to reflect their agreement and to meet
4 their needs.

5 **15. WAIVER OF FURTHER FORMAL DISCOVERY PROCEEDINGS**

6 15.1 In negotiating the economic terms of this Judgment, each of the parties acknowledges
7 that he or she has had the opportunity to determine, both on a voluntary basis and through formal
8 discovery procedures, all of the financial circumstances of the other party, and the income which each
9 is likely to derive from the property acquired by each hereunder. Concerning the nature, extent, and
10 value of community property (assets and liabilities), and the parties' interest therein, the parties state
11 that each has relied upon his or her own respective knowledge, opinion, and evaluations of such
12 matters based on the other party's Disclosure Statements signed under penalty of perjury, that each
13 has read and understood his or her respective rights under this Judgment, and that each has sought
14 and obtained separate counseling from other persons that each selected concerning said matters.

15 15.2 Each of the parties has warranted and represented that each party desired a settlement
16 of all of the matters set forth in this Judgment and that each party has chosen not to exercise all of the
17 formal and informal discovery rights available to him or her beyond what he or she has already
18 pursued, including without limitation, serving special interrogatories, form interrogatories, requests
19 for production of documents, requests for admissions, issuing subpoenas, taking depositions of one
20 another and of third parties, and/or obtaining further expert appraisals of real, personal, and/or
21 business properties and assets.

22 15.3 Each party has knowingly and expressly waived and released his or her respective
23 rights to complete full discovery, both formal and informal, relating to any issues and procedures and
24 to investigate beyond what he or she has already pursued, the nature, extent, and value of community
25 property (assets and liabilities) and the parties' interest therein, and the financial circumstances of the
26 other party. Each party has accepted the economic terms of this Judgment with full knowledge of his
27 or her respective rights in light of the foregoing waiver.

28

1 15.4 The parties acknowledge that by entering into a negotiated settlement of all financial
2 issues between them, each has knowingly waived his or her right to a full evidentiary hearing on the
3 merits with respect to those issues. Each party has acknowledged that each has been advised by his
4 or her respective counsel that the economic benefits conferred on each by this Judgment may be
5 better or worse than the economic benefits that would be conferred on each after such a full
6 evidentiary hearing or trial and that the full impact of this Judgment may not be known for many
7 years.

8 15.5 Each party entered into this Judgment freely and voluntarily, and had sufficient time
9 to consider the terms of the Judgment, and to consult with forensic accountants, other experts, and
10 his or her counsel about this Judgment. Prior to executing this Judgment, each party expressly
11 waived and released his or her right to conduct any further formal or informal discovery as set forth
12 herein. Each party elected to proceed with the negotiations and settlement contained in this Judgment
13 without resort to any further formal or informal procedures prior to executing this Judgment.

14 15.6 Each party has acknowledged that California law imposes a fiduciary duty on married
15 persons regarding the accurate and complete disclosure of all assets, liabilities, and investment
16 opportunities.

17 **16. VOLUNTARY AGREEMENT**

18 16.1 Each of the parties has acknowledged that he or she is fully aware of the content and
19 legal effect of this Judgment and that each party has acknowledged for himself or herself, and for the
20 other and the Court to rely upon, that he or she has entered into the settlement of this action
21 voluntarily and free of any duress, undue influence, or presently known fraud, and that both parties
22 are competent to enter into their agreement that formed the basis of this Judgment.

23 16.2 Petitioner acknowledges (a) that Respondent has obtained no advantage over her as a
24 result of this Judgment, (b) that there is sufficient consideration for Petitioner's entry into the
25 settlement agreement that is set forth in this Judgment, and (c) that Petitioner was not under any
26 undue influence in entering into this Judgment.

27 *///*

28

1 16.3 Respondent acknowledges (a) that Petitioner has obtained no advantage over him as a
2 result of this Judgment, (b) that there is sufficient consideration for Respondent's entry into the
3 settlement agreement that forms the basis for this Judgment, and (c) that Respondent was not under
4 any undue influence in entering into this Judgment.

5 16.4 The parties further acknowledge (a) that all negotiations leading to this Judgment were
6 carried out at arm's length, (b) that each recognizes that his or her interests were adverse during such
7 negotiations and (c) that the confidential relationship arising out of the marriage of the parties did
8 exist during such negotiations.

9 **17. AGREEMENT TO LIVE SEPARATE AND APART**

10 17.1 Except as otherwise provided in this Judgment, the parties shall be free from
11 interference, authority, or control by the other and each may conduct, carry on, and engage in any
12 employment, business, or trade which to him or her shall seem advisable for his or her sole and
13 separate use and benefit without and free from any direct or indirect control, restraint, or interference
14 by the other party.

15 **18. CREDITOR CLAIMS**

16 18.1 Except as otherwise provided in this Judgment, each party shall be solely liable for and
17 shall indemnify, render a defense, and hold the other party harmless from all claims, demands, debts,
18 obligations, liabilities, income and capital gain taxes, real property taxes, costs, expenses, damages,
19 and liens arising heretofore or hereafter from the businesses, real properties, and all other assets being
20 awarded and/or confirmed to that party as his or her sole and separate property. Each party warrants
21 and represents to the other that he or she is not aware of any claim, debt, or liability not mentioned in
22 this Judgment to which the other party may have liability.

23 18.2 Petitioner and Respondent acknowledge that each has been advised by his or her
24 respective counsel as follows: Although an obligation based upon a contract is assigned to one party
25 as part of the division of the community, in the event that the party to whom the obligation was
26 assigned defaults on the contract, the creditor may have a cause of action not only against the
27 assigned party, but against the other party as well.

28

1 18.3 Petitioner and Respondent accordingly recognize that this Judgment between them is
2 not binding upon third parties. In the event that any third party seeks to hold one party liable for the
3 debts or obligations that the other has assumed by this Judgment, the indebted party herein shall
4 defend and/or compromise and settle any lawsuits, claims, demands, or actions brought at his or her
5 sole expense, and further, pay, indemnify, render a defense, and hold the non-indebted party harmless
6 from any and all such claims, demands, debts, obligations, liabilities, costs, expenses, causes of action,
7 and judgments of every kind, nature, and description that the non-indebted party may be caused to
8 incur to defend himself or herself, including payments for all reasonable attorneys', accountants', and
9 other experts' fees, costs, and expenses incurred by the non-indebted party. Except for the
10 signatories hereto, no third parties are intended to be benefitted by this Judgment and no such third
11 parties shall have any standing to enforce this Judgment, nor shall they be able to assert any right,
12 title, or interest in the assets herein identified.

13 **19. STIPULATION RE: APPOINTMENT OF JUDICIAL OFFICER/JUDGE PRO TEM**

14 19.1 The parties acknowledge their intent to cooperate with one another and to resolve all
15 issues, if possible, without further litigation. Other than entry of the instant Judgment, the parties
16 stipulate that Judge Louis M. Meisinger, Retired, shall be appointed as a judge pro tem for all
17 purposes in this case. Accordingly, in the event that the parties encounter disputes as to any
18 provision herein, the parties agree that they will submit any and all disputes for mediation and
19 resolution to Judge Louis M. Meisinger, Retired as a judge pro tem, or if Judge Meisinger is
20 unavailable for any reason to another mutually agreed upon retired judicial officer.

21 19.2 After the entry of this Judgment, the parties shall immediately file a stipulation for an
22 order appointing Retired Judge Louis Meisinger as the judicial officer to resolve all disputes between
23 the parties arising out of or relating to the Judgment.

24 19.3 The parties agree that Judge Meisinger shall adjudicate any claims that the parties may
25 have relating to alleged breaches of the DPM.

26 19.4 To the extent possible, the parties shall seek to keep confidential all proceedings,
27 pleadings orders, and the like relating to any adjudication by Judge Meisinger.

28

1 **20. CONFIDENTIALITY**

2 20.1 Except for documents previously filed with the Court, neither Petitioner nor
3 Respondent shall discuss, publish or post or cause to be discussed, published or posted, directly or
4 indirectly, any information pertaining to the parties' premarital relationship, marriage or this
5 dissolution action on the Internet (including, but not limited to, social media applications, websites,
6 blogs, news periodicals, etc.) or in the media in any manner. Petitioner and Respondent shall also
7 instruct their respective agents, friends, family members, and representatives not to communicate
8 and/or act in any way contrary to this provision.

9 20.2 The confidentiality provisions set forth herein shall be fully enforceable by each party.
10 The parties each expressly acknowledge and agree that the confidentiality provisions in this Judgment
11 are of a special, unique, unusual, and extraordinary character and that a breach of any confidentiality
12 provision of this Judgment shall necessarily result in irreparable injury to the other party for which no
13 adequate remedy is available at law and which is not fully compensable in money damages alone. The
14 parties further acknowledge and agree that in the event of any such breach or threat thereof, the
15 non-breaching party may be entitled to injunctive and any other equitable relief as may be necessary to
16 prevent, remedy, and/or mitigate the adverse effects of such actual or threatened breach; in addition
17 to any legal remedies, such as disgorgement of profits received or damages to which said party may
18 be entitled. The parties acknowledge and agree that the non-breaching party also shall be entitled to
19 seek recovery of any and all reasonable attorneys' fees and costs incurred to pursue such remedies.

20 20.3 Each of the parties hereto acknowledges, agrees, warrants, represents and covenants
21 that, except as may be required by law, each said party shall refrain from making or causing to be
22 made, and agrees not to make or cause to be made, any derogatory, disparaging, critical or
23 accusatory statements, either directly or indirectly, express or implied, oral or written, concerning the
24 other party, whether said statements are believed to be true or not.

25 20.4 The foregoing shall not be construed or enforced in a manner that would restrict the
26 disclosing party from responding truthfully in response to any inquiry required by legal process.

27 ///

28

1 **21. MISCELLANEOUS**

2 21.1 Each party has been advised by his or her counsel that such counsel are not tax
3 experts, that there are certain tax consequences that may follow from this Judgment, and that each
4 party has been advised to seek independent tax counsel to advise them of the tax consequences, and
5 such counsel cannot make representations or render advise with respect to the tax consequences to
6 either party as a result of the terms of this Judgment.

7 21.1.1 In negotiating the economic terms of this Judgment, each of the parties
8 acknowledges he or she has been advised by his or her counsel that he or she has had the opportunity
9 to determine, both on a voluntary basis and through formal and/or informal discovery procedures, all
10 of the financial circumstances of the other party, and the income which each is likely to derive from
11 the property acquired by each hereunder. Each of the parties has warranted and represented that each
12 party desired a settlement of all of the matters set forth in this Judgment and that each party has
13 chosen not to exercise any formal or informal discovery rights available to him or her prior to
14 executing this Judgment. Each party knowingly waives his or her rights to discovery, both formal and
15 informal, and to investigate fully the financial circumstances of the other party prior to executing this
16 Judgment. The parties also acknowledge that by entering into a settlement of all financial issues
17 between them, each has knowingly waived her or his right to a full evidentiary hearing on the merits
18 with respect to those issues. Each party acknowledges that each has been advised by his or her
19 counsel that the economic benefits conferred on each by this Judgment may be better or worse than
20 the economic benefits that would be conferred after such a full evidentiary hearing. Nevertheless,
21 both parties have considered the risk of litigation and the costs thereof, and have decided that it is
22 preferable to settle all the issues rather than to be subjected to the uncertainties associated with the
23 litigation process.

24 21.1.2 The parties acknowledge that they have been advised that prior to entering into
25 an agreement, including, without limitation, prior to signing this Judgment, they had and have the
26 right to value any and all assets owned by either of them, in whole or in part. Such assets include,
27 without limitation, companies (whether sole proprietorship, "C" corporation, "S" corporation,
28

1 "LLC," partnerships, DBA, or otherwise); professional practices; real property; intellectual property
2 (including catalogs of such property); investments (of any kind); and defined benefit pension plans and
3 other deferred compensation. To the extent that the parties chose not to value an asset or assets, the
4 parties acknowledge that each party made such decision freely, voluntarily, without any pressure or
5 duress from anyone, and with the knowledge that they could, in fact, value any and all assets prior to
6 entering into an agreement and prior to signing this Judgment. Pursuant to the parties' agreement,
7 neither party shall have the right to set aside or obviate any of the financial terms or conditions of this
8 Judgment by reason of their voluntary decisions not to value an asset or assets.

9 21.1.3 Based upon each party having been advised of the above described rights to
10 further formal discovery proceedings, upon execution of this Judgment, neither party's counsel shall
11 be responsible in any manner whatsoever with regard to the nature, extent, condition or value of any
12 of the assets and obligations, be they community, separate, confirmed by, or disposed of by way of
13 this Judgment.

14 21.1.4 Each party acknowledged for himself or herself, and for the other and the
15 Court to rely upon, that he or she has relied solely on his or her own personal judgment as to all
16 matters pertaining to the matters encompassed by this Judgment and that he or she did not rely on any
17 statement, warranty or representation of any other party, except as expressly set forth in this
18 Judgment.

19 21.1.5 Neither party shall have the right to set aside or obviate any of the financial
20 terms or conditions of this Judgment by reason of the foregoing waivers and decisions not to conduct
21 further discovery, appraisals and investigations.

22 21.2 The parties expressly intend and agree that this Judgment is a written settlement
23 agreement within the meaning of Evidence Code Section 1123 and agree that it is not made
24 inadmissible, or protected from disclosure, by provisions of Evidence Code Section 1115 et. seq.
25 because it is signed by the settling parties and (a) it provides that it is admissible or subject to
26 disclosure, or words to that effect; (b) it provides that it is enforceable or binding or words to that
27 effect, and; (c) all parties to this Judgment expressly agree to its disclosure. The parties further agree
28

1 that communications between each party and his or her counsel are not made inadmissible by
2 Evidence Code Section 1115 et. seq.; provided, that such communications are and remain privileged
3 under the attorney-client privilege. Nothing contained in this section shall be deemed to waive or
4 limit the attorney-client privilege or the attorney work-product doctrine.

5 21.3 Each party warrants and represents to the other party that he or she has not since the
6 Date of Separation transferred any interest in any property nor encumbered any property awarded to
7 the other party pursuant to this Judgment.

8 21.4 The parties understand and acknowledge that there is a possibility that an asset
9 awarded and/or confirmed to either of them hereunder may be sold after the Effective Date by the
10 parties for an amount either substantially greater or substantially less than the value now believed or
11 perceived by either party to be the fair market value of such asset. Each party expressly waives and
12 releases any claim against the other arising out of such sale. Each party further acknowledges that,
13 except as set forth in this Judgment and the parties' respective Disclosure Statements, neither has
14 warranted to the other the value of any asset awarded and/or confirmed by this Judgment.

15 21.5 The party receiving specific property under this Judgment shall be entitled to, and the
16 other party shall transfer and assign to him or her, all right, title, and interest in the property together
17 with any existing insurance in the property, and the benefits, if any, of premiums previously paid on
18 that insurance, and shall be solely responsible for the payment of all premiums due thereafter under
19 the insurance policy terms if the party decides, in his or her sole discretion, to maintain said policy in
20 force.

21 21.6 This Judgment has been prepared and reviewed by the joint efforts of the respective
22 attorneys for Petitioner and Respondent. This Judgment shall be interpreted fairly and simply, and
23 not strictly for or against either party.

24 21.7 The parties have had an opportunity to review and revise this Judgment and are
25 satisfied with its terms; the normal rules of construction to the effect that any ambiguities in this
26 Judgment are to be resolved against the drafting party shall not be employed in the interpretation of
27 this Judgment.

28

- 44 -

MARRIAGE OF DEPP
STIPULATED JUDGMENT OF DISSOLUTION OF MARRIAGE
L.A.S.C. CASE NO. BD641052

ALD

JCD

jd091415 - A.v3.wpd

1 21.8 Each party is aware of California Family Code Section 2024 which states as follows:

2 Dissolution or annulment of your marriage may automatically cancel your
3 spouse's rights under your will, trust, retirement benefit plan, power of
4 attorney, pay on death bank account, transfer on death vehicle
5 registration, survivorship rights to any property owned in joint tenancy,
6 and any other similar thing. It does not automatically cancel your spouse's
7 rights as beneficiary of your life insurance policy. If these are not the
8 results that you want, you must change your will, trust, account
9 agreement, or other similar document to reflect your actual wishes.

10 Dissolution or annulment of your marriage may also automatically cancel
11 your rights under your spouse's will, trust, retirement benefit plan, power
12 of attorney, pay on death bank account, transfer on death vehicle
13 registration, survivorship rights to any property owned in joint tenancy,
14 and any other similar thing. It does not automatically cancel your rights
15 as beneficiary of your spouse's life insurance policy.

16 You should review these matters, as well as any credit cards, other credit
17 accounts, insurance policies, retirement benefit plans, and credit reports
18 to determine whether they should be changed or whether you should take
19 any other actions in view of the dissolution or annulment of your
20 marriage, or your legal separation.

21 21.9 In the event that either party has executed a Durable Power of Attorney for Health
22 Care pursuant to California Probate Code Section 4670 et seq., and has specified his or her spouse as
23 the designated agent, upon dissolution of marriage, the designated spouse will become ineligible, as a
24 matter of law, to act as the designated agent. For such purposes, it may be necessary for either or
25 both of the parties to appoint a new designated agent for purposes of a Durable Power of Attorney
26 for Health Care.

27 21.10 In the event that any portion or provision or clause or term of this Judgment shall be
28 held illegal, unenforceable, void, or voidable by any court, each of the remaining provisions/terms
hereof shall nevertheless remain in full force and effect.

 21.11 No waiver of the breach of any of the terms or provisions of this Judgment shall be
construed to be a waiver of any preceding or succeeding breach of the same or any other provision
hereof.

 21.12 Petitioner and Respondent each warrant and represent that neither has relied on any
oral or written representations made by anyone not contained in the Judgment.

///

1 21.13 Petitioner and Respondent each acknowledge, for himself or herself, that he or she has
2 been advised that California Family Code Sections 721 and 1100 provide that a fiduciary and
3 confidential relationship exists between spouses which "imposes a duty of the highest good faith and
4 fair dealing on each spouse and neither shall take any unfair advantage of the other," that this
5 obligation shall continue "until such time as the assets and liabilities have been divided by the parties
6 or by a court," that said "duty includes the obligation to make full disclosure to the other spouse of all
7 material facts and information regarding the existence, characterization and valuation of all assets in
8 which the community has or may have an interest and debts for which the community is or may be
9 liable, and to provide equal access to all information, records and books that pertain to the value and
10 character of those assets and debts, upon request," that Family Code Section 2100(c) imposes upon
11 each party a "continuing duty to immediately, fully and accurately update and augment" facts and
12 information regarding the existence, characterization, and valuation of assets and liabilities in which
13 the community has or may have an interest to the extent there have been material changes relative to
14 such assets and liabilities, and that pursuant to Family Code Section 2102, such updates must be
15 "immediate, full and accurate" to the extent there have been any material changes.

16 21.14 Petitioner and Respondent agree that this Judgment constitutes the entire agreement
17 and understanding between Petitioner and Respondent with respect to the subject matter hereof, and
18 supersedes and replaces all prior agreements and understandings whether oral or written. There are
19 no other agreements, understandings, statements, representations, or warranties of the parties, oral or
20 written, except as expressly set forth herein.

21 21.15 This Judgment, and each of the provisions herein, may not be altered, amended,
22 terminated, modified, or waived, in whole or in part, except by an instrument in writing executed by
23 both of the parties hereto with the same formality as this Judgment, or by further order of the Court.

24 21.16 Petitioner and Respondent agree that this Judgment is executed and intended to be
25 performed in the State of California, and the laws of the State of California shall govern its
26 interpretation and effect.

27 ///

28

1 21.17 In each instance in this Judgment where one party indemnifies, renders a defense, and
2 holds the other party harmless, such indemnification and agreement to hold harmless includes, but is
3 not expressly limited to, the obligation to pay or reimburse the other party for all reasonable
4 attorneys', accountants', and other experts' and consultants' fees, costs, and expenses which the
5 other party may incur in defending herself or himself against a breach of such indemnity.

6 21.18 Each party warrants that he or she has read this Judgment and has had it fully
7 explained to him or her by his or her own counsel. The parties acknowledge that the provisions of
8 this Judgment are fair and reasonable. The parties acknowledge that the provisions of this Judgment
9 have been negotiated with their participation and understanding.

10 21.19 Notices: Any notice under this Judgment must be in writing and shall be effective
11 upon hand delivery or five (5) business days after deposit in the United States mail, postage prepaid,
12 certified or registered, and addressed to Petitioner or to Respondent as follows:

13 To Petitioner: Amber Laura Depp
14 c/o John Blakeman, CPA
15 MGO
16 2029 Century Park East, Suite 1500
17 Los Angeles, CA 90067

18 To Respondent: John Christopher Depp
19 c/o Edward White, C.P.A.
20 EDWARD WHITE & CO., LLP
21 21700 Oxnard Street, Ste. 400
22 Woodland Hills, CA 91367

23 **22. FINALITY OF JUDGMENT**

24 22.1 This Judgment is final and binding.

25 22.2 Both parties understand and acknowledge that this Judgment is final and binding.

26 22.3 The provisions of this Judgment constitute the parties' marital settlement agreement.

27 22.4 The provisions of the marital settlement agreement shall inure to the benefit of, and be
28 binding upon, the parties and their respective heirs, executors, administrators, successors, assigns, and
legal representatives.

///

///

1 22.5 The parties waive their right to appeal, their right to request a Statement of Decision,
2 their right to move for a new trial, and their right to file a motion pursuant to California Code of Civil
3 Procedure Section 473.

4 22.6 Each party has had an opportunity to consult with attorneys, accountants, and other
5 advisors of his or her own selection with respect to all matters within the scope of this action for
6 dissolution of marriage, and each party has specifically obtained such advice as he or she has
7 determined he or she desired from such attorneys, accountants, and other advisors. Either party's
8 failure to investigate or confirm any matter pertaining to the parties' assets, liabilities, obligations,
9 income or expenses, the facts upon which this Judgment is based, either party's failure to consult with
10 an attorney, accountant, or other advisor, or either party's failure to follow the advice of any such
11 attorney, accountant, or other advisor, shall not constitute grounds for setting aside this Judgment.

12 **23. REVOCATION OF PENDENTE LITE ORDERS**

13 23.1 Except insofar as such orders are set forth in this Judgment, all prior *pendente lite*
14 orders, including the automatic temporary restraining orders applicable to the parties upon the filing
15 and service of the Petition for Dissolution of Marriage, are hereby revoked as of the Effective Date,
16 and shall hereafter be of no further force or effect.

17 23.2 This Judgment may be executed in signed counterparts, each of which shall be deemed
18 to be an original. A facsimile and/or electronic copy of the signature pages of this Judgment

19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///

1 shall be deemed an original pursuant to *California Rule of Court*, Rule 2.305(d) and *California Civil*
2 *Code*, Section 1633.7, respectively.

3 PETITIONER AND RESPONDENT HAVE READ THIS JUDGMENT AND EACH HAS HAD
4 ITS TERMS EXPLAINED TO HIM OR HER BY HIS OR HER COUNSEL. EACH
5 REPRESENTS THAT HE OR SHE UNDERSTANDS THE TERMS OF THIS JUDGMENT.
6 THE FOREGOING STATEMENT IS NOT INTENDED TO IN ANY WAY "OPEN THE DOOR"
7 TO A WAIVER OF THE ATTORNEY-CLIENT PRIVILEGE BETWEEN EACH PARTY AND
8 HIS OR HER RESPECTIVE ATTORNEY; PROVIDED, THAT THE PRIVILEGE SHALL BE
9 DEEMED WAIVED TO THE EXTENT OF THE FACTUAL REPRESENTATIONS
10 CONTAINED IN SUCH STATEMENT. EACH PARTY ACKNOWLEDGES THAT A COURT
11 MAY RULE OTHERWISE AND HOLD THAT NO ATTORNEY-CLIENT PRIVILEGE EXISTS
12 BECAUSE OF THE STATEMENTS MADE IN THIS JUDGMENT. EACH PARTY AGREES
13 THAT HE OR SHE IS AWARE OF AND ACCEPTS THAT RISK.

9 **THE FOREGOING IS AGREED TO BY:**

10 DATED: _____, 2016
11 SIGNATURE FOLLOWS
12 _____
13 AMBER LAURA DEPP, Petitioner

DATED: December 13, 2016
[REDACTED]
JOHN CHRISTOPHER DEPP II (AKA
JOHNNY DEPP), Respondent

14 **APPROVED AS CONFORMING TO THE STIPULATION OF THE PARTIES:**

15 DATED: _____, 2016
16 SPECTOR LAW, A PROFESSIONAL LAW CORPORATION
17 By: _____
18 SAMANTHA F. SPECTOR, ESQ.
Attorney for Petitioner

DATED: JANUARY 3, 2016
WASSER, COOPERMAN & MANDLES, P.C.
[REDACTED]
By: _____
LAURA A. WASSER, ESQ.
SAMANTHA KLEIN, ESQ.
Attorneys for Respondent

19 DATED: _____, 2016
20 GREENBERG, GLUSKER, FIELDS,
CLAMAN & MACHTINGER LLP
21 By: _____
22 PIERCE O'DONNELL, ESQ.
23 Attorneys for Petitioner

DATED: _____, 2016
GLASER, WEIL, FINK, HOWARD,
AVCHEN & SHAPIRO, LLP
By: _____
PATRICIA GLASER, ESQ.
KERRY GARVIS WRIGHT, ESQ.
Attorneys for Respondent

24 **IT IS SO ORDERED.**

26 DATED: _____
27 HONORABLE CARL H. MOOR
28 JUDGE OF THE SUPERIOR COURT

1 shall be deemed an original pursuant to *California Rule of Court*, Rule 2.305(d) and *California Civil*
2 *Code*, Section 1633.7, respectively.

3 PETITIONER AND RESPONDENT HAVE READ THIS JUDGMENT AND EACH HAS HAD
4 ITS TERMS EXPLAINED TO HIM OR HER BY HIS OR HER COUNSEL. EACH
5 REPRESENTS THAT HE OR SHE UNDERSTANDS THE TERMS OF THIS JUDGMENT.
6 THE FOREGOING STATEMENT IS NOT INTENDED TO IN ANY WAY "OPEN THE DOOR"
7 TO A WAIVER OF THE ATTORNEY-CLIENT PRIVILEGE BETWEEN EACH PARTY AND
8 HIS OR HER RESPECTIVE ATTORNEY; PROVIDED, THAT THE PRIVILEGE SHALL BE
9 DEEMED WAIVED TO THE EXTENT OF THE FACTUAL REPRESENTATIONS
10 CONTAINED IN SUCH STATEMENT. EACH PARTY ACKNOWLEDGES THAT A COURT
11 MAY RULE OTHERWISE AND HOLD THAT NO ATTORNEY-CLIENT PRIVILEGE EXISTS
12 BECAUSE OF THE STATEMENTS MADE IN THIS JUDGMENT. EACH PARTY AGREES
13 THAT HE OR SHE IS AWARE OF AND ACCEPTS THAT RISK.

14 THE FOREGOING IS AGREED TO BY:

15 DATED: _____, 2016

15 DATED: December 13, 2016

16 _____
17 AMBER LAURA DEPP, Petitioner

16 _____
17 JOHN CHRISTOPHER DEPP II (AKA
18 JOHNNY DEPP), Respondent

19 APPROVED AS CONFORMING TO THE STIPULATION OF THE PARTIES:

20 DATED: _____, 2016
21 SPECTOR LAW, A PROFESSIONAL LAW
22 CORPORATION

20 DATED: January 3, 2016
21 WASSER, COOPERMAN & MANDLES, P.C.

22 By: _____
23 SAMANTHA F. SPECTOR, ESQ.
24 Attorney for Petitioner

22 By: _____
23 LAURA A. WASSER, ESQ.
24 SAMANTHA KLEIN, ESQ.
25 Attorneys for Respondent

26 DATED: _____, 2016
27 GREENBERG, GLUSKER, FIELDS,
28 CLAMAN & MACHTINGER LLP

26 DATED: January 4, 2016
27 GLASER, WEIL, FEK, HOWARD,
28 AVCHEN & SHAPIRO, LLP

29 By: _____
30 PIERCE O'DONNELL, ESQ.
31 Attorneys for Petitioner

29 By: _____
30 PATRICIA GLASER, ESQ.
31 KERRY GARVIS WRIGHT, ESQ.
32 Attorneys for Respondent

33 IT IS SO ORDERED.

34 DATED: _____

34 HONORABLE CARL H. MOOR
35 JUDGE OF THE SUPERIOR COURT

36 - 49 -

37 MARRIAGE OF DEPP
38 STIPULATED JUDGMENT OF DISSOLUTION OF MARRIAGE
39 L.A.S.C. CASE NO. BD641052

40 ALD

40 JCD

40 jg2091414 - A vs.wpd

1 shall be deemed an original pursuant to California Rule of Court, Rule 2.305(d) and California Civil
2 Code, Section 1633.7, respectively;

3 PETITIONER AND RESPONDENT HAVE READ THIS JUDGMENT AND EACH HAS HAD
4 ITS TERMS EXPLAINED TO HIM OR HER BY HIS OR HER COUNSEL. EACH
5 REPRESENTS THAT HE OR SHE UNDERSTANDS THE TERMS OF THIS JUDGMENT.
6 THE FOREGOING STATEMENT IS NOT INTENDED TO IN ANY WAY "OPEN THE DOOR"
7 TO A WAIVER OF THE ATTORNEY-CLIENT PRIVILEGE BETWEEN EACH PARTY AND
8 HIS OR HER RESPECTIVE ATTORNEY; PROVIDED, THAT THE PRIVILEGE SHALL BE
9 DEEMED WAIVED TO THE EXTENT OF THE FACTUAL REPRESENTATIONS
10 CONTAINED IN SUCH STATEMENT. EACH PARTY ACKNOWLEDGES THAT A COURT
11 MAY RULE OTHERWISE AND HOLD THAT NO ATTORNEY-CLIENT PRIVILEGE EXISTS
12 BECAUSE OF THE STATEMENTS MADE IN THIS JUDGMENT. EACH PARTY AGREES
13 THAT HE OR SHE IS AWARE OF AND ACCEPTS THAT RISK.

14 THE FOREGOING IS AGREED TO BY:

15 DATED: December 9, 2016 DATED: _____, 2016

16 [Redacted] [Redacted]
17 AMBER VAUGHN DEPP, Petitioner JOHN CHRISTOPHER DEPP II (AKA
18 JOHNNY DEPP), Respondent

19 APPROVED AS CONFORMING TO THE STIPULATION OF THE PARTIES:

20 DATED: _____, 2016 DATED: _____, 2016
21 SPECTOR LAW, A PROFESSIONAL LAW CORPORATION WASSER, COOPERMAN & MANDLES, P.C.

22 By: SAMANTHA W. SPECTOR, ESQ. By: LAURA A. WASSER, ESQ.
23 Attorney for Petitioner SAMANTHA KLEIN, ESQ.
24 Attorneys for Respondent

25 DATED: December 9, 2016 DATED: _____, 2016
26 GREENBERG, GLUSKIN, FIELDS, GLASER, WEIL, FINK, HOWARD,
27 CLAMAN & MAGUIRER LLP AVCHEN & SHAPIRO, LLP

28 By: [Redacted] By: PATRICIA GLASER, ESQ.
PIERCE O'DONNELL, ESQ. KERRY GARVIS WRIGHT, ESQ.
Attorneys for Petitioner Attorneys for Respondent

29 IT IS SO ORDERED.

30 DATED: _____ HONORABLE CARL H. MOOR
31 JUDGE OF THE SUPERIOR COURT

1 shall be deemed an original submission to California Rule of Court, Rule 2.25(d) and California Civil
2 Code, Section 1033.7, respectively.

3 PETITIONER AND RESPONDENT HAVE READ THIS JUDGMENT AND EACH HAS HAD
4 ITS TERMS EXPLAINED TO HIM OR HER BY HIS OR HER COUNSEL. EACH
5 REPRESENTS THAT HE OR SHE UNDERSTANDS THE TERMS OF THIS JUDGMENT.
6 THE FOREGOING STATEMENT IS NOT INTENDED TO IN ANY WAY "OPEN THE DOOR"
7 TO A WAIVER OF THE ATTORNEY-CLIENT PRIVILEGE BETWEEN EACH PARTY AND
8 HIS OR HER RESPECTIVE ATTORNEY; PROVIDED, THAT THE PRIVILEGE SHALL BE
9 DEEMED WAIVED TO THE EXTENT OF THE FACTUAL REPRESENTATIONS
10 CONTAINED IN SUCH STATEMENT, EACH PARTY ACKNOWLEDGES THAT A COURT
11 MAY RULE OTHERWISE AND HOLD THAT NO ATTORNEY-CLIENT PRIVILEGE EXISTS
12 BECAUSE OF THE STATEMENTS MADE IN THIS JUDGMENT. EACH PARTY AGREES
13 THAT HE OR SHE IS AWARE OF AND ACCEPTS THAT RISK.

14 THE FOREGOING IS AGREED TO BY:

15 DATED: _____, 2016

15 DATED: December 13, 2016

16 AMBER LAURA DEPP, Petitioner

16 [REDACTED]
17 JOHN CHRISTOPHER DEPP II (AKA
18 JOHNNY DEPP), Respondent

19 APPROVED AS CONFORMING TO THE STIPULATION OF THE PARTIES:

20 DATED: Sep. 13, 2016
21 SPECTOR LAW, A PROFESSIONAL LAW
22 CORPORATION

20 DATED: January 3, 2017
21 WASSER, COOPERMAN & MANDLES, P.C.

22 By: [REDACTED]
23 SAMANTHA F. SPECTOR, ESQ.
24 Attorney for Petitioner

22 By: [REDACTED]
23 LAURA A. WASSER, ESQ.
24 SAMANTHA KLEIN, ESQ.
25 Attorneys for Respondent

26 DATED: _____, 2016
27 GREENBERG, GLUSKER, FIELDS,
28 CLAMAN & MACHTINGER LLP

26 DATED: Dec 14, 2016
27 GLASER, WEIL, FINK, HOWARD,
28 AVCHEN & SHAPIRO, LLP

29 By: [REDACTED]
30 PIERCE O'DONNELL, ESQ.
31 Attorneys for Petitioner

29 By: [REDACTED]
30 PATRICIA GLASER, ESQ.
31 KERRY GARVIS WRIGHT, ESQ.
32 Attorneys for Respondent

33 IT IS SO ORDERED.

34 DATED: _____

34 HONORABLE CARL H. MOOK
35 JUDGE OF THE SUPERIOR COURT

36 MARRIAGE OF DEPP
37 STIPULATED JUDGMENT OF DISSOLUTION OF MARRIAGE
38 L.A.S.C. CASE NO. 00641952

ALD JCF

1 shall be deemed an original pursuant to *California Rule of Court, Rule 2.305(d)* and *California Civil*
2 *Code, Section 1633.7*, respectively.

3 PETITIONER AND RESPONDENT HAVE READ THIS JUDGMENT AND EACH HAS HAD
4 ITS TERMS EXPLAINED TO HIM OR HER BY HIS OR HER COUNSEL. EACH
5 REPRESENTS THAT HE OR SHE UNDERSTANDS THE TERMS OF THIS JUDGMENT.
6 THE FOREGOING STATEMENT IS NOT INTENDED TO IN ANY WAY "OPEN THE DOOR"
7 TO A WAIVER OF THE ATTORNEY-CLIENT PRIVILEGE BETWEEN EACH PARTY AND
8 HIS OR HER RESPECTIVE ATTORNEY; PROVIDED, THAT THE PRIVILEGE SHALL BE
9 DEEMED WAIVED TO THE EXTENT OF THE FACTUAL REPRESENTATIONS
10 CONTAINED IN SUCH STATEMENT. EACH PARTY ACKNOWLEDGES THAT A COURT
11 MAY RULE OTHERWISE AND HOLD THAT NO ATTORNEY-CLIENT PRIVILEGE EXISTS
12 BECAUSE OF THE STATEMENTS MADE IN THIS JUDGMENT. EACH PARTY AGREES
13 THAT HE OR SHE IS AWARE OF AND ACCEPTS THAT RISK.

14 **THE FOREGOING IS AGREED TO BY:**

15 DATED: December 9, 2016

DATED: _____, 2016

16 [Redacted Signature]

17 AMBER KACHRY DEPP, Petitioner

18 JOHN CHRISTOPHER DEPP II (AKA
19 JOHNNY DEPP), Respondent

20 **APPROVED AS CONFORMING TO THE STIPULATION OF THE PARTIES:**

21 DATED: _____, 2016
22 SPECTOR LAW, A PROFESSIONAL LAW
23 CORPORATION

DATED: _____, 2016
WASSER, COOPERMAN & MANDLES, P.C.

24 By: SAMANTHA F. SPECTOR, ESQ.
25 Attorney for Petitioner

26 By: LAURA A. WASSER, ESQ.
27 SAMANTHA KLEIN, ESQ.
28 Attorneys for Respondent

29 DATED: December 9, 2016
30 GREENBERG, GLUSKER, FIELDS,
31 CLAMAN & MACINTYGER LLP

DATED: _____, 2016
GLASER, WEIL, FINK, HOWARD,
AVCHEN & SHAPIRO, LLP

32 [Redacted Signature]

33 By: PIERCE O'DONNELL, ESQ.
34 Attorneys for Petitioner

35 By: PATRICIA GLASER, ESQ.
36 KERRY GARVIS WRIGHT, ESQ.
37 Attorneys for Respondent

38 **IT IS SO ORDERED.**

DATED: JAN 13 2017

[Redacted Signature]
HONORABLE CARL H. MOOR
JUDGE OF THE SUPERIOR COURT

[Redacted Stamp]

EXHIBIT N

EXHIBIT 3



Bryan Neumeister

IEEE, IPVM, ABRE, DLA, AES, SAM, CAGE, ASCAP

Court Certified: Military, Federal, State, Civil US District Court, Department of Justice,

US Grand Jury, State, Civil & Aviation Audio, Video & Photographic Forensic Expert

39 EMMY AWARDS for Technical Excellence - 12 individual achievement Emmy statues

40 Years Professional Experience

USAForensic, llc. Court Certified Audio, Video, Computer, Cell Phone & Cell Tower Forensic Experts.

(602) 740-6128: 44 W. Monroe St. 33rd floor, Phoenix, Az. 85003

www.USAForensic.com

United States Department of Defense - (SAMS Forensic contract with C.I.D. / JAG)

United States District Courts: Contracted Technical Expert

US Department of Justice: Contracted Technical Expert

Defense, Law Enforcement and Government Agencies.

Special Prosecutor's Office on Corruption - P.A.N.E.L. - US & Puerto Rico

Audio Engineering Society- Member & Lecturer

DLA- DARPA: Defense Advanced Research Projects Agency (classified)

Institute of Electrical and Electronics Engineers – Member

Technical work in 23 countries

Recipient of 12 individual and 39 total EMMY AWARDS – National Association of Television Arts & Sciences for Technical Excellence

Gold at both the Cannes (Golden Lion) & Calgary film festivals for audio.

Legal & Technical:

40 Years Professional Full-time Audio & Video Experience

Professional Audio & Video Enhancement,

Computer Drive Recovery,

Cell Phone Forensics – Tower Analysis

Federal & State Government Agencies Computer Drive Recovery

DLA, DOE, DARPA: Defense Advanced Research Projects Agency (classified)

Law Enforcement Agencies, National, State & Local

8 Years Search & Helicopter Rescue (MCSO-DPS- Arizona)

Worked Internal Affairs cases for Phoenix Police Department & The AZ Department of Public Safety.

US Military – Army, Navy, Air Force, Marines & Coast Guard (SAM contract)

Los Angeles District Attorney's Office -NELOS

Department of Defense (classified & non-classified)

Beta Tester for Various Forensic Systems Manufacturers

United States District Court system: Forensic Consultant

United States Grand Jury system: Forensic Consultant

U.S. Department of Justice: Forensic Consultant- Audio forensic work

OPDS and Office of the Public Defender: Vendor number

Work with US Army CID Prosecutors Office & Maricopa County Prosecutors Office

Phoenix PD Homicide - Mesa PD Homicide- Case Video & Audio Evidence Enhancement

Work with various Innocence Projects - Nation wide

10 Years with NBC Television - Technical Video / Audio

Federal, State, Aviation and Civil Law cases - Court Certified Technical Expert

2 State of the Art Facilities. Over 75 custom Computers & Processors

State of the Art HD Video and Audio Gear.

Gear and Software Upgraded Daily

3D Sonographs, Spectrographs, Spectral 3D -HD Video & 192kHz - 64-bit Audio

Expert Cell Phone Analysis (Oxygen, Cellebrite, Secure-View): Towers, Transmitters, Phones & Software

D.O.E. Military Forensic High-Speed Video Expert

Photo Enhancement using Clear-ID, Pixel Stacking & Frame averaging etc.

ACLU, Innocence Project cases

Graduated Pi Sigma Alpha- California State University Northridge - 1980 (Political Science, emphasis on Journalism)
Have worked in 23 Countries as a Technical Expert
Published Nationally

Over 200+ Forensic Cases in the past 36 months:

Non-Military court cases include: Federal, US District, Grand Jury, RICO, Homicide, Murder for Hire, Fraud, Robbery, Armed Robbery, Assault with a Deadly Weapon, Arson, Kidnapping, Bank Robbery, DUI, DWI, Civil Cases...etc. Currently working over a dozen Homicide and Capital cases nationwide. For Defense, Prosecution, Civil and Insurance carriers.

Large Cases (Small Sample):

United States v. YN2 Charmaine K. March- (Arson) Federal Military Court Martial Retained by the Department of Defense US Navy Defense (in 2020) to debunk "Police Cell Tower Tracking Techniques". Daubert hearing determined the Practice was *not a Science* and was *inadmissible*, as it did not meet Daubert standards in Federal or US Military Court.
State of Texas v. Fredrick Lee - (Capital Murder) - Retained by Defense as Surveillance Video Expert: V: Not Guilty
State of Arizona v. Steven Jones (NAU) – Video Expert for Defense – State's scene measurement & reenactment video ruled inadmissible due to scientific inaccuracy depicting the scene and possible bias.
State of Arizona v. Keshawn Green (1st degree murder) - Retained by the Prosecution as Surveillance Video Expert: V: Guilty
US Government v U-Haul Philadelphia – Retained by Defense as Surveillance Video Expert: V: Settled
US Grand Jury Cleveland, Ohio: Hope Steffi - Retained as Surveillance Video Expert: V. Civil large settlement
Government of India: Sri Nithyananda Swami - Retained by Defense as Video Expert: V. Not Guilty
LA District Attorney's Office - USAForensic retained by Prosecution as Cell Tower Experts: V. Guilty
US Government v. Charles Keating - In Trial, Retained by Defense as Video Expert: V. Not Guilty
United Kingdom (London, Barrister) V. Tyrone Williams - Retained as Audio Expert: Civil Settlement
State of Arizona v. Michael Allen Voden- Retained by the Prosecution as Audio Expert: V. Guilty
US Government v. Charles Keating III - In Trial, Retained by Defense as Aerial Video Expert: V. Not Guilty
Scaffide v. Lincoln County Wyoming- Retained by Government as Surveillance Video Expert: V. Not Guilty
State of Arizona v. Jeffery Martinson - Retained by Defense as Video Expert
State of AZ v. Antonio Brown (rape) retained by pro per- Not guilty Willits issued against prosecution.
City of Phoenix v. Copeland: retained by City as Cell Tower Experts: V Civil, favorable settlement.
State of Montana v. Daniel Pallet- Retained by Defense as Surveillance Video Expert: V. Dismissed with Prejudice
State of Arizona v. Pedro Barraza – Retained by Defense as Surveillance Video chain-of-custody Expert: V. Not Guilty
State of Arizona v. Alan Champagne (1st Degree Murder) - Retained by the Prosecution as Surveillance Video Expert: V. Guilty
State of Arizona v. Jodi Arias – Penalty Phase – Defense Computer Expert - "During the first trial in 2013 and earlier in this trial, Mesa police experts testified that there was no porn and or viruses on the computer. Martinez had used that testimony to impeach Arias' claims that there were both, and it furthered his portrayal of Arias as a liar. But defense experts subsequently found porn and the viruses associated with the device. Mesa police have since admitted it was there all along." –Gannett

Precedent Setting Cases:

United States v. YN2 Charmaine K. March- (Arson) Federal Military Court Martial Cell Tower expert for the Defense Retained by the Department of Defense (in 2020) to debunk "Police Cell Tower Tracking techniques" - Tower Tracking was ruled inadmissible in trial as "a practice, rather than actual science". In a Daubert hearing the only use granted by the Federal Court was that the Prosecution's expert could say the phone connected in either the East or West coast of the United States. *The Judge had a technical background.* Not Guilty

State of Arizona v. Steven Jones (referred to in the media as the NAU Shooter) – Video Expert for Defense – State's scene measurement & reenactment video ruled inadmissible due to possible bias and scientific inaccuracy depicting the scene. Charge reduced from initial 1st degree Murder to Manslaughter.

US v. Daniel Scott Pallett, CR 18-11-M-DLC According to the federal rules of evidence 902-13/14 there must be metadata (hash values) connecting the submitted files presented to the original data. Since the original data was never presented and the original files never Hashed- there was a chain of custody issue. The Case was dismissed with prejudice Missoula, Montana on exactly those Daubert grounds. (Attorney Nick Kirby Brooke)

State of AZ v. Pedro Barraza CR2016-002708 The judge dismissed several of the charges lodged against the defendant, as police could not authenticate the video which was the strongest evidence they had against Barraza. Proper procedures, protocols were not

followed when they obtained it, the video was not allowed into evidence. Not guilty verdicts for four defendants. (Attorney Marcus Finefrock)

State of AZ v. William James Hartwell CR2015-001482 When asked to preclude video in this trial, the judge (Sheri Stephens) ruled that because the video on a hard drive had been simply viewed without a write-blocker, the dates-last-modified were changed and the video wasn't valid in court. (Attorney Rick Poster)

Books

- "**Earthbound Misfit**" (Helicopter Rescue, TV Helicopters, Medivac & work with Law Enforcement agencies) 591 pages - senior contributing author & consultant.
- "**The Secrets of the Blue Oyster Cult**" - Bryan Neumeister discussed as Blue Oyster Cult musician & composer on "*Curse of the Hidden Mirror*" & "*Heaven Forbid*" Albums.
- "**After You're Dead**" - Featured as Forensic expert character, "Bry", in #1 bestselling series of Crime/Fiction books by author Cary Allen Stone.
- "**Career of Evil**" – Author J.K. Rowling (Harry Potter) - Lyrics used in book from Blue Oyster Cult album I co-wrote songs on.
- "**SEEDS, The Journey Begins**" – Science Fiction. Character likeness and full name used in book as a scientist. -Autor #1 bestselling Amazon author Cary Allen Stone. 2019
- "**SEEDS, The Journey Continues**" – Science Fiction. Character likeness and full name used in book as a scientist. -Autor #1 bestselling Amazon author Cary Allen Stone. 2020
- "**SEEDS, The Journey Home**" – Science Fiction. Character likeness and full name used in book as a scientist. -Autor #1 bestselling Amazon author Cary Allen Stone. 2021

National News Media: Forensic Analyst:

FOX Business Network: Featured Forensic Expert

CNN: Advisory Video Expert

The Science Channel: Six 1-hour Episodes on Video & Audio Forensics

Universal Studios/BBC & MSNBC: Video Forensic Expert: *Real, Fake or Unknown* TV series

Six 1-hour episodes of TV series analyzing viral videos with unknown metadata

CNN: Jodi Arias: Audio & Photographic Forensic Expert (in Trial testimony)

FOX News: Boston Bombings: Forensic Surveillance Expert (analyst)

CNN: Trayvon Martin / Zimmerman: Audio Forensic Expert (analyst)

NBC/Gannett: Forensic Surveillance Expert 2019

Publications:

Published Nationally

The Legal Investigator Magazine- Surveillance Systems - TV vs. Reality

High Tech, High Stakes Published in Expert Ease - National Forensic Publication.

Consultant to CPU Magazine as a Forensic Audio and Video Expert on Hardware and Software.

Featured by NEAT Video in online publication & mailer re forensic video clarification.

Lectures:

2019 State Bar of Arizona (CLE)

Latest in forensic (beta) technology and what can now be done forensically with electronic data

2018 Audio Engineering Society:

Metadata and chain of custody of files: dithering / file conversion

2018 CLA Conference:

Digital Forensics (Facility) Cell phones, Towers, Metadata, Photos, Computers Audio & Video Forensic

2018 AACJ Annual Attorney Winter Conference (Facility)

Digital forensics: Audio, Video, Social Media, Cell Phones, Towers, Computers & Photography

2107 Audio Engineering Society:

Cellphone forensic audio re metadata, chain of custody, forensic acquisition of audio

2016 Federal Habeas Conference

Cellphone and Tower forensics

2016 Audio Engineering Society:

Topics: *Multi-Pathing of Transmitted RF Signals, Forensic audio*

2015 Inns of Court:

Topics: *Cell Phone metadata, Audio & Video Forensics*

2015 Audio Engineering Society:

Topics: *Pareidolia, Dithering, Forensic Audio & NyQuist Theorem*

2014 Audio Engineering Society & Conservatory of Recording Arts

Topics: *NyQuist Theorem, Sample Dithering & Forensic Audio*

Opening of the 2013 APDA (Arizona Public Defenders Conference)

Topics: *Audio, Video, Photographic & Surveillance Forensics*

APDA Faculty Member - 1,550+ Attorneys attended conference (June 26-28, 2013)

Television: National & International Broadcast:

Recipient of **39 EMMY AWARDS** from The National Association of Television Arts and Sciences for Technical Excellence

40+ additional National & International Awards.

Winner **CANNES Film Festival (Gold) (Technical Audio Excellence)**

Winner **CALGARY Film Festival (Gold) (Technical Audio Excellence)**

Worked for NPR & NBC Television News stations for 12+ Years.

Phi Sigma Alpha - National Political Science Honor Society – Lifetime Member.

Member: NAB, BMI, ASCAP, AES, ERA, NATAS

Winner: Film Advisory Board Gold Medal, Parents Choice Award

Film & Television Clients:

NBC - ABC - CBS - PBS - BBC - FOX - DREAMWORKS - SCREEN GEMS FILMS - TOUCHSTONE FILMS - LUCASFILMS LTD. - LEVIS - COCA COLA - AMBLIN ENTERTAINMENT - PEPSI - VOLKSWAGEN - TOYOTA - CHEVROLET - NISSAN - AMERICAN EXPRESS - UNIVERSAL PICTURES - LORIMAR - TRIMARK FILMS - TRIMARK ENTERTAINMENT - GANNETT - A&E - DISCOVERY CHANNEL - FOX - DIAL SOAP - COORS BEER - BUDWEISER - MTV - PIZZA HUT - MOTOROLA - UNION CARBIDE - DISNEY - INTEL - MICROSOFT - VISA - MASTERCARD - ARMY - NAVY - AIR FORCE - MARINES - UNITED AIRLINES - CONTINENTAL AIRLINES - PARTNERS FILMS CANADA - PRTV - NATIONAL MEDIA - MOMENTUM FILMS – DFXTV - LOTTO/LOTTERY - GREYSTONE PICTURES - HISTORY CHANNEL – DISCOVERY CHANNEL - WARNER BROTHERS - DAIRY QUEEN - AT&T – MLB - NBA - NFL - SUPER BOWL XXX - ESPN - MAJOR LEAGUE BASEBALL – McDonald's - MCI - HARLEY DAVIDSON - STOUFFER'S- CARQUEST - MD HELICOPTERS - BOEING – “FUTUREWEAPONS”, “MYTHBUSTERS” {THE LUXOR - FLAMINGO - STRATOSPHERE - CESAR'S PALACE - MGM GRAND - NYNY - The HARD ROCK...CASINOS all in LAS VEGAS} - NUMEROUS ADVERTISING AGENCIES...

Certified Cell Phone Forensics:

Latest Cellebrite Ultimate 4PC, Secure-View Forensics, Oxygen Detective, CheckM8, APEX Laboratory and Field systems

2021 Cellebrite Cloud Analyzer. Oxygen Detective Cloud Jet Extractor

SV Striker box, PassWare Forensic, EnCase, etc.

D.A.R.T Tower Tracking and signal software- latest versions.

PassWare Complete Forensic Decryption of 280+ encryption methods using 16 core liquid cooled systems

Recovery of deleted apps and data from over 14,000 cell phones.

All cell phone communications Apps, iCloud, iOS9, Android Lollipop, Windows OS etc. Password decryption & recovery.

DCode, Plist, SQLite Browser, Opanda, Kies, EnCase Extractor, EnCase readers, FTK, Stellar Phoenix Professional data recovery

Six fly-pack MSI 8/12 Core multi SSD Field-Units for extraction at any location

CELL TOWERS & CDR: NOTE: plotting is a practice and *not* a science

In a Daubert Hearing in US Federal Court Norfolk VA, (2020) Hired by Department of Defense to debunk “cell tower tracking: Police Tower Tracking ruled inadmissible in US Federal and Military court – as a practice but NOT a Science. Does not meet FRE 702 standards of evidence.

D.A.R.T & 2021 Oxygen Detective Plotting

2016- Call Data Records & Towers (Lucent, Samsung, Nortel) *PATC certification*

AT&T, Verizon, Sprint, T-Mobile, Cricket, US Cellular, Tracfone, MetroPCS and subsidies...

Call Records Analysis – Switching analysis. *Cloud, SMS, MMS E-Mail.*

TOWER Dumps: Lucent, Samsung, Motorola, Ericsson etc. *PATC 2016*

Cellebrite Cloud analyzer. Oxygen Detective Jet

GPS, NELOS, WiFi and Blue tooth tracking and E911-FCC mandated data location logs.

D.A.R.T. advanced and HTCI Mapping to verify if a call did hit a specific Tower Switcher.
Paperwork for legal requests for all the above available on www.USAForensic.com.

Forensic Video & Surveillance Video Recovery/ Analysis

DME Forensics DVR Examiner, iNput-Ace, Omnivore, D-plex Pro Forensic, D-Tective, ClearID Forensics and numerous forensic systems with over 200 clarification plug-ins. 8K file handling.

Artificial Intelligence software updated weekly.

Latest computer and cell phone programs *such as FTK, Autopsy, Cellebrite, Apex, Secure-view, Oxygen, EnCase...*

Beta Tester of Software & Hardware for leading Forensic Companies (Clear-ID, iZotope, DC8 Forensics etc)

Hard drive recovery for US Military (SAMs vendor) - Forensic drive analysis.

Recover damaged files, Deleted files, Changes in Registry & Meta-Data, Hash values, SHA2 etc

All Surveillance Systems as well as Computer Drives

Validate video pixel by pixel with iNput-Ace

Tampering or Keying detected.

Restore corrupted photographic or video files.

Photo Enhancement using Clear-ID, Pixel Stacking & Frame averaging etc.

Working with computers since 1977. 3 Field Extraction teams available.

Network analysis, Tor tracing, Brute force & PassWare decryption etc.

PassWare Forensic Decryption of 280+ encryption methods using 16 core liquid cooled systems

Determining how files got onto a computer

Validating dates of files/ changes to files via Sha2 HASH values.

Computers

EnCase Ultimate, X-Ways, Autopsy, FTK and many other specialized tools:

PassWare Forensic decryption. Custom 36 core liquid cooled machines.

First code written in 1977 while attending Cal State University.

Recovery using Tableau write-blockers USB 3.0 T8-R2 & T3SES-R2 Tableau & DME forensic Imaging.

Beta tester of Software & Hardware for leading Forensic Companies (Clear-ID, iZotope, DC8 Forensics etc)

Hard drive recovery for US Military (SAMs vendor) - Forensic drive analysis.

Recover damaged files, deleted files, Changes in Registry & Meta-Data, Hash values

All Surveillance Systems as well as Computer Drives

Restore corrupted photographic files.

Photo Enhancement using Artificial Intelligence, Clear-ID, Pixel Stacking & Frame averaging etc.

Working with computers since 1977. 3 Field Extraction teams available.

Network analysis, Tor tracing, Brute force & PassWare decryption etc.

PassWare Forensic Decryption of 280+ encryption methods using 36 core liquid cooled systems

Determining how files got onto a computer

Validating dates of files/ changes to files via Sha2 HASH values.

Header Data verification

Forensic Photographic work:

Photographic clarification, metadata validation

Lux, Luminance & RGB analysis

Film, Digital, thermal imaging and infra-red cameras

Clear ID Forensics, iNPUT-ACE, Omnivore, Deplex-Pro

Vectorscope, Waveform scope, Luminance and RGB scopes in Lap

Pixel data analysis / Frame & Field level analysis

Lens and lens-aberration analytics

Lens MM relations to chip size and format

Lens wide-angle distortions correction using metadata

Deleted or Damaged Photo data memory cards recovered

Cellphone camera metadata work.

Geo data verification

Dozens of forensic photo analytical plug-ins

Stills lifted from 8k video and clarified

All 17.5 x 11 -inch stills printed on heavy photo stock at 1200 PPI.

Studied from 1974-1979 with Dr Bill Wallner (co-inventor of infra-red photography)

Cameras from high-end Hasselblad thru Panavision down to GoPro
Ultra-High-speed camerawork with Phantom-V cameras
Cineflix & Cine-Alta.
Helicopter mounts 14,500 hours aerial cinematography
Have shot professionally in 23 countries
Complete 8K up-Res in lab.
8K, 10-bit calibrated video cards and monitors.
Pantone charting and color correction in field and lab
Lux and Luminance lighting measurement in accident or crime scene cases.
3-axis gyro-stabilized cameras
All available camera mounts for GoPro 4K cameras for accident and test work.
DOD and DOE military testing high speed and aerial photography.
FAA licensed 4K Drone operator
Testified numerous times on photographic issues in Federal, Criminal, civil Military and aviation cases.
Photo Work published internationally

Field Cameras

For evidence gathering and accident recreation include Red & CineAlta 8K, Sony 4K & HD cameras, DJI Osmo, 3Axis stabilized 4k system, GoPro 4Ks all mounts and FAA Licensed 4k Drone. Fuji 3D Camera. Ultra-slow-mo Phantom Cameras available. Mercailli stabilization and Re-SpeedR. Editing and all monitors are true 4k = 4096*2160.
Thermal Imaging.
Thermal Video and still along with mixed format Thermal.
Emmy Award winning crews for crime scene Recreation.

Professional Sound & Music:

Over 20,000 voice tracks professionally worked with since 1980
Federal, US District Court, State, US Military, Civil and Aviation cases to TV Network television, commercials, video games and films
Sonographs, Spectrographs and 3D Audio Decibel and Frequency Mapping
iZotope RX professional, 3D Spectral Audio, DC10 Forensics, Pro Tools, Plugins from Cedar, Waves, iZotope, Plugin-Alliance BX-Series, Bauer, SSL, NovelTech, BlueCat, SPL, FabFilters, Sony, Sequoia & Many others
Over 200 forensic plugins and programs running on 16 core liquid cooled computers
Federal and State voice comparison cases
Set Daubert standard for voice comparison in Arizona
Phonetic breakdown of spoken words on spectrograph.
Sonographs, Spectrographs and 3D Spectral audio graphs printed and embedded in forensic reports.
Human Voice separated from background noises and ambience
Tampering detection
Metadata analysis
Nyquist Theorem analysis
Edit detection
Dithering analysis
Re-sampling analysis
Audio background continuity
Sine wave detection or embedded frequency (agency)
AC power ground loop & harmonics removal.
Background noise removal.
Phase cancelation and removal of music from dialog
Voice clarification, harmonic enhancement for muffled audio
Removal of reverb (jail hallways or lecture halls etc)
Removal of mic thumps and clicks that can be misidentified as edits.
Transfer of tape to HQ digital medium: cassette, micro cassette, reel to reel
Police radios split tracked
32 bit audio running in 64 bit systems
192 kHz field units.
Conversion of any audio codec to another PROPERLY with correct dithering
Time coding of audio for clients down to thousandths of a second for easy reference.

IEEE engineering standards

Written & Recorded Music with *Blue Oyster Cult*, 25+ million albums sold - Gold & Platinum records & *Credence Clear Water Revival* recording artist Tom Fogerty (Movie Score).

-Mixed & Engineered for numerous top recording acts; Jazz, Rock & Classical.

-Written music for hundreds of commercials including music cuts for Super Bowl XXX

-Written Music/SFX for 5 popular Video Games.

-Worked "Live" sound as sound mixer for concerts with crowds up to 35,000. *Challenging live mixes like: Chick Corea, Return to Forever, Ronnie Laws, Gerald Wilson's 24 piece Big Band etc.*

-Recently won another Emmy Award for best music on a Television series (Written & Performed).

I have Mixed and Mastered hundreds of National, International & Regional Television Shows.

Aerial Photography / Rescue / Surveillance:

Over 14,000+ Flight Hours of Jet Helicopter Photography – Film, HD Video, Research, Surveillance, Search & Rescue for Law Enforcement & Wildlife Rescue - Civilian Military Contractor.

Currently: Advisory Partner & Photographer - 4:4:4 Professional Film & TV Helicopter (*SaberCat HD*)

Pilot received the Harmon Flight Trophy from President Reagan at the White house. The Trophy is currently on display in the Smithsonian Air and Space Museum.

FAA Licensed: AERIAL 4K GPS-guided VIDEO DRONE

FAA licensed 4K Video-drone, *Phantom Quadcopter*: Satellite-GPS controlled: Owner & Operator); Mounted camera *GoPro Hero 4K Black Edition*

Thermal Imaging & Thermal Video Recording with image on image technology
Night Vision & Infra-Red

OSMO 3-axis stabilized 4k system, fully loaded.

Forensic Counter-Surveillance:

Radio Frequency Response 10MHz ~ 10GHz (20+ GHz if needed)

Analog, Digital, WiFi, Cellular GSM/GPRS/EDGE/3G/4G signals all will set off alarms.

Detection Frequencies: GSM 880-915MHz, CDMA 824-849MHz, WCDMA (1920-1980MHz), and DCS (1710-1785MHz)

Digital 'Burst' Signal Detect for all GSM/3G/4G Trackers/SMS(Text) detection

Series and Parallel transmitters

Automobile GPS transmitters

Transmitting GPS trackers (only when GPS device is transmitting signal location)

Devices on internet phone and IP phone

Detect & Prevent:

Wire telephone tapping

Laser tapping

Recordings of a voice recorder, tape, digital and parabolic reflector using white noise & sibilance generators

40HZ 100-watt sine-wave generators to eliminate laser recording from windows

Thermal Imaging & Thermal Video Recording with image on image technology

1080P Sony Night Vision Cameras & Infra-Red Lighting

OSMO 3-axis stabilized 4k system

Weapons: Classified & Non-Classified:

-Worked many homicide cases involving gunfire sound analysis, frequency, location & Triangulated acoustics.

-Worked with numerous surveillance videos to enhance shooting scenes for law enforcement and attorneys.

-Gunshots analyzed, compared & enhanced from: cell phones, land lines, surveillance equipment, 2-way communication, Police Duplex & Simplex, etc.

-Worked numerous cases requiring gunfire video enhancement from surveillance systems, cell phones and various recording devices.

-Have access to many renown civilian & military firearms experts for testimony as needed.

-Over 2-million rounds fired for high speed filming and forensic testing over 33 years. Work & have worked with -US Navy Seal Teams 1, 2 & 6, SOCOM, DEVGRU, 160th Night Stalkers. US Army Sniper teams. DOD & DOE.

- Additionally, work with many US Government retained Military contractors.
- I currently have US Military SAMS / DUNS contract.
- Worked with numerous SWAT and TOU teams in actual field operations.
- Worked with LAPD, w/ Krav Maga training.
- MSCO Helicopter Rappel Trainer (1980s Tac-Ops-Unit) - MSCO Helicopter Search & Rescue = SKY12 & DPS
- Worked with Springfield Armory testing the initial launch of the entire XD Pistol line. 9 mm, .40, .357, .45
- Work often with DillonAero on the M-134 Mini-gun project (over 20 years working together).
- Analyze Muzzle flash and sound signature of McMillan Sniper rifles for US Army Snipers (over 10 years of work together).
- Air to Ground target acquisition and aerial sniper training documentation. Thousands of hours of aerial law enforcement, search & rescue & air to ground gunship work.
- Assigned to USS CVN70 Carl Vinson and Helicopter-Carrier USS New Orleans as civilian videographer.
- Have been a "go to" guy for live Weapons Photography & Sound Recording for The Military Channel, History Channel, MythBusters, Future Weapons, Discovery Channel, National Geographic, BBC and many others.
- Produced one of the largest selling automatic weapons DVDs ever made, "Firestorm in the Desert" &
- Produced one of the largest selling handgun training DVDs of all time with Rob Leatham, "Shooter Ready
- Civilian Technical Advisor on the board of CowTown Range & Studios, which is an extremely active 88 acre Training facility for SOCOM, Swat Teams, Navy Seal Teams, DEVGRU, Homeland Security and many Special Operations teams. CowTown Range is currently under DOD and various Agency contracts for range work, tactical training and weapons development.

Weapon recording analysis for cases includes

- Various rounds recorded over surveillance systems, cell phones, 4k, HD, SD and high speed Phantom video cameras.
- Diverse types of pressure, loads, powders, barrel length and calibers recorded for analysis.
- Cell phone cases include NyQuist Theorem frequencies relating to cell Phone FQ range, Sample Rate and Bit depth of recordings
- Cell phone line noise and background audio of conversations recovered from 911 calls.
- Dithering artifacts created during sample rate conversions.
- Dithering harmonics relating to audio captured by Cellebrite or Oxygen Forensics, when transferred to 44.1-16 bit for distribution.
- Cell call transmission, multi-pathing of signal, tower horn tracking v. switcher tracking, topographical anomalies of transmissions, transmission artifacts
- Phase cancellation of recordings due to microphone set ups.
- Distances of cell phone to firearm (FARO 130 system)
- Shootings captured by police wire or boomerang unit
- Sonographs and spectrographs along with 3D Spectral recording to narrow down gunshots to 1,000ths of a second.
- Shooting weapons in range shoot houses or gun ranges recorded over cell phones.
- Shots recorded over cell phones in cars, houses, open acoustic spaces
- Ambiance and acoustics graphed and measured of gunshots on surveillance and cell phone

USA FORENSIC: AUDIO & VIDEO FORENSIC LABS
 USA Forensic, llc. (40 Years Professional Experience)
 Certified Audio & Video Forensic Experts: Federal, Military, State, Civil & Aviation
 United States District Courts - U.S. Grand Jury- DOJ, - DOE (Classified-Unclassified)
 IEEE, IPVM, ABRE, DLA, AES, SAM, CAGE, ASCAP





602 740-6128

USAForensic.com

Bryan@USAForensic.com



Matt@USAForensic.com

EXHIBIT 4



MATTHEW ERICKSON
Phoenix, AZ 85003
(602) 405-1798
Matt@USAForensic.com

COMPUTER, IT & MOBILE FORENSICS EXPERT

USAForensic, LLC. (Phoenix, AZ)

November 2016 - Present

Computer, IT & Mobile Forensics Expert

- Lead forensic analyst for all computer and mobile device cases.
- Established documented methods and best practices for evidence handling using existing company protocols and defining new methods based on in-depth research from respected sources in the scientific and forensic communities.
- Using years of prior experience, as well as verified forensically-sound methods, I established proper procedure and wrote the 'Forensic Image Procurement' document.
 - This document, along with my testimony, was used in court March of 2018.
 - The argument was RAW(dd) images are better for forensic processing than E01 images.
 - The judge ruled in our favor. (State V Grewal, March 30th 2018)
- Perform data extractions from mobile device chips that have been through a 'chip-off'.
- Created an application in Visual Studio that allows a user to listen to Maricopa County Jail Calls on a modern version of Microsoft Windows, which was provided at no cost on the USA Forensic website.
 - Prior to this software patch, the proprietary tool for listening to these calls required framework based on Windows 7 (or older) platforms.
 - After debugging and reverse engineering the original application and identifying the source of the problem, I custom-built this utility as a supplement to the original program (which was created by GTL).
- Extensive beta testing and debugging forensic programs (Oxygen, DME, D.A.R.T. & Secure View).
- Stood up the internal network and servers within USAForensic, which maintains all company and case data.
- Spoke at the AACJ seminar in early 01/2018 about 'Layers of the Web' & 'CP Cases'.
- Spoke at The Second Annual CLE Marathon in 06/2018 about 'Layers of the Web' & 'CP Cases'.

AccentCare (Dallas, TX)

February 2013 – April 2016

Senior Support Specialist

- Lead technician for all hardware and software provisioning company-wide.
 - Oversee all laptop (PC/Windows) and tablet (Apple & Android) provisioning.
 - Train and supervise Desktop Support Technician tasked with building and shipping laptops.
 - Set standards and built images for all laptop models in both 32-bit and 64-bit operating systems.
 - Maintain all images on a regular basis to keep them updated and reduce provisioning time.
 - Provide direction for daily tasks, tickets, special requests and emergency requests.
- Lead for Onboarding/User Account Creation/User Account Changes.
 - Solely responsible for all new hire account creations and user account changes company-wide.
 - Responsible for building, documenting and distributing Property Agreement Forms to all new hires.
 - Implemented an onboarding system that injects minimal data into the scripts needed to automate user AD account creation and onboarding processes.
- Backup technician for Offboarding/Termination processing.
 - Responsible for disabling accounts, identifying and suspending all accesses in various systems throughout the company and thoroughly documenting the actions taken.
- Design and create provisioning scripts (VB, Batch and PowerShell) to reduce duration of work to be completed and provide a standard for all users/customers within the company.
- Provide Level 2 Service Desk support for AccentCare users both remote and local.
- Train and supervise five Level 1 Support Desk Analysts in day to day operations.
- Create and maintain step-by-step documentation for both 1st and 2nd level support staff.
 - Responsible for identifying the needed documentation, the appropriate processes for those documents and the appropriate audience.
 - Work with other teams to ensure documentation content is precise and the appropriate processes are being followed.
 - Revisit aging documentation to ensure all content remains correct and/or up to date.
- Create and maintain step-by-step documentation for users with common issues.

- Identify the appropriate content for users with minimal technical experience and work directly with users to ensure the documentation is both correct and effective.
- Solely responsible for migrating users from a domain that is being retired to new domain.
 - Built a process that is quite effective and minimizes customer impact.
 - Worked closely with Infrastructure to identify the requirements of the process and created detailed documentation for both IT Service Desk and our users.
- Lead for site design, content maintenance and asset tracking in SharePoint
- Lead for standing up a new print server cluster that will serve 150+ offices and roughly 4000 users.
- Led the successful migration for over 400 remote users from Windows XP to Windows 7 with minimal interruption to business.
- Built a strong customer service focus into the Support Desk Standard Operating Procedures as a member of the team tasked with the design and creation of updated SOPs.
- Enforce adherence to all applicable legal requirements, standards, policies and procedures including the Compliance Program's Code of Conduct, HIPAA, and established Documentation Standards.
- Build and deploy software packages for both group and company-wide users.
 - Software packages include Google Chrome, Google Hangouts, Microsoft Office, PGP Encryption, Adobe Acrobat, Cisco Communicator, Cisco helpdesk software and many others.

PetSmart (Phoenix, AZ)

May 2008 – August 2012

Systems Analyst, Business Intelligence

Desktop Support Specialist

Helpdesk Specialist, Level 2

- Maintain team technical knowledge base for each of the above listed groups/positions.
- Create applications in .NET and VB to assist team performance and reduce length of calls.
- Provide helpdesk support for PetSmart SSG (Corporate), Stores and Field users.
- Support POS equipment, PC equipment, Servers (both Corporate and Store) and Cisco network equipment.
- Provide 90% or higher first call resolution.
- Create and modify existing support documents to meet the needs of the team and PetSmart.
- Create reporting forms for several different data types.
- Provide a weekly dashboard report covering company-wide SLA stats.
- Solely responsible for software deployment services.
 - Solely worked through transition of ownership of BMC Marimba and RemoteWare from another group to ours.
 - Took over ownership of all deployments through Marimba and RemoteWare.
 - Restructured existing practices with deployment platforms and improved them for higher success rates and less impact to the target clients.
 - Solely responsible for daily deployments running to sometimes 1200+ servers.
- For nearly 3 years, I was the single point of contact for all software deployments and was on-call 24/7/365.
- Build and deploy software packages for both group and company-wide users.
 - Software packages include Google Chrome, Google Hangouts, Microsoft Office, PGP Encryption, Adobe Acrobat, Cisco helpdesk software, many company-specific applications and many others.
- Worked closely with manager to create a second level for resolution of more complex problems within our group.
- Worked with manager to migrate from BMC Remedy (used only for incident/ticket tracking) to Service-Now (incident/ticket system, service catalog, onboarding, purchase request management and problem requests).
- Solely responsible for new Windows 7 system image.
 - Worked with security team to identify Group Policy requirements for security enforcement and personally created the Group Policy container.
 - Created a process for replicating this image to other drives for active installation in user desktops.
- Netezza Database Administrator.
 - Ran daily maintenance jobs and kept the user-started Microstrategy jobs running smoothly.
 - Worked with senior database administrators to plan and perform a Netezza platform upgrade twice in 6 months.

Orion Computer Solutions (Phoenix, AZ)

November 2005 – Present

Owner / Technical Consultant

- Maintain a fully functional business.

- Provide computer related consulting and services to residential and small business clients.
- Serviced PC hardware and software for clients onsite.
- Build new and reconfigured existing PC systems and networks.
- Install a wide variety of cabling, including Cat5 and Coax.
- Cleaned systems with malware/virus infections.

Robert Half Technology (Phoenix, AZ)

January 2008 – May 2008

Helpdesk Specialist for PetSmart

- Provide phone support for PetSmart Corporate, Stores and Field users.
- Provide 90% or higher first call resolution.
- Create and modify existing support documents to meet the needs of the team and PetSmart.
- Create reporting forms for several different data types.
- Provide a weekly dashboard report covering company-wide SLA statistics.

RB Balch (Phoenix, AZ)

September 2007 – January 2008

Field Service Technician

- Provide computer related consulting and services to residential and small business clients.
- Serviced PC hardware and software for clients onsite.
- Build new and reconfigured existing PC systems and networks.
- Install a wide variety of cabling, including Cat5 and Coax.
- Cleaned systems with malware/virus infections.

Somerset Capital Group (Scottsdale, AZ)

September 2003 – November 2005

Senior Unix Technician

- Configured Sun Microsystems workstations and servers with both hardware and software to meet customer specifications.
- Created PC based programs and scripts to audit inbound and outbound Microsoft Windows and Unix based machines.
- Responsible for management of inventory database, online inbound and outbound shipment tracking logs.
- Responsible for security and maintenance of in-house computer network.
- General warehouse management including processing of inbound and outbound equipment with detailed reporting, storage of hardware and organization of equipment.
- Backup technician for packaging and shipping services.

CRA / CIT (Phoenix, AZ)

June 1998 – September 2003

Senior Unix Technician

- Configured Sun Microsystems workstations and servers with both hardware and software to meet customer specifications.
- Created PC based programs and scripts to audit inbound and outbound Microsoft Windows and Unix based machines.
- Responsible for solo onsite installation and maintenance service calls for large data centers including Wells Fargo, DHL and Texas Instruments.
- General warehouse management including processing of inbound and outbound equipment with detailed reporting, storage of hardware and organization of equipment.
- Backup technician for packaging and shipping services.

EDUCATION

Rio Salado College (Tempe, AZ)

College Student

- Working toward Associates of Applied Science in Computer Technology
- Completed the following IT related courses:
 - Microsoft Visual Basic.Net
 - Microsoft PowerPoint, Excel, Access, Word and Project
 - Microsoft Windows OS
 - Networking Fundamentals

- Adobe Photoshop

Learning Tree

- Completed the following courses:
 - Shell Scripting
 - VBScript
 - PERL
 - SQL
 - Batch Scripting

TECHNICAL SKILLS

Forensic Software:	Encase, Cellebrite/UFED, Oxygen, Secure View, Autopsy, FTK, DME, DART Pro, X-Ways
Other Software:	Active Directory, Exchange, Microsoft Office, Citrix Enterprise and XenApp Clients, Hyena, Service-Now, Remedy, VMware vSphere, BMC Marimba, RemoteWare, Good for Enterprise, PGP, SharePoint, CompuTrace, Workday, Acrobat, Photoshop
Operating Systems:	Windows Server, Windows, Mac OS X, Linux, iOS, Android
Scripting:	PowerShell, Batch, C++, Exchange Management Shell, VBScript, VBA, Excel, SQL, PERL, Java
Remote Support Solutions:	Dameware, TeamViewer, VNC, RDP, Solarwinds Orion, Soti MobiControl, WebEx
Conferencing:	Cisco Jabber, Skype, Arkadin, WebEx
Telephony:	Cisco IP Phones, Cisco IP Communicator, Cisco Supervisor and Agent Desktop Clients, Cisco Phone Management
Imaging & Hardware Provisioning:	Altiris, Ghost, Ghostcast, SCCM

EXHIBIT 5

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

JOHN C. DEPP, II

Plaintiff,

v.

AMBER LAURA HEARD,

Defendant.

:
:
:
:
:
:
:
:
:
:
:
:

Civil Action No.: CL-2019-0002911

PLAINTIFF'S DESIGNATION/IDENTIFICATION OF EXPERT WITNESSES

Plaintiff John C. Depp, II, by and through his undersigned counsel, pursuant to Rule 4:1(b)(4)(A)(i) of the Rules of the Supreme Court of Virginia, and the Court's Scheduling Order, dated June 27, 2019, and in response to Interrogatory No. 15 in Ms. Heard's First Set of Interrogatories dated October 7, 2019, hereby designates and identifies his expert witnesses.

Given the ongoing state of discovery—in particular, the continuing document productions from the parties and non-parties and the fact that depositions of certain key parties and witnesses, specifically Ms. Heard, have yet to occur—Plaintiff reserves the right to supplement this Expert Witness Designation, to include (1) identifying additional or different areas of expected testimony for the designated witnesses, (2) identifying additional or different bases for the expected testimony of the designated witnesses, and/or (3) designating additional or different expert witnesses.

Retained Experts

1. **Richard Marks, Entertainment Industry Expert, Richard Marks & Associates, 10573 W. Pico Blvd., Suite 221, Los Angeles, California 90064.** Mr. Marks has had a long career as an executive and business lawyer in the entertainment industry. Mr. Marks

Mr. Bania's CV is attached hereto as **Exhibit C**. He is being compensated for his work at the rate of \$660 per hour for consultation and deposition/trial preparation time and \$760 per hour for deposition and trial testimony time; none of his compensation is contingent on the opinions he renders or the outcome of the litigation.

4. **Bryan Neumeister, Technical Forensics Expert, USA Forensic LLC, 44 W. Monroe Street, 33rd Floor, Phoenix, Arizona 85003.** Mr. Neumeister is a court certified video, audio, and digital photographic forensics and technical expert with extensive experience analyzing digital evidence and data in law enforcement and legal proceedings. As CEO of USA Forensic LLC, Mr. Neumeister has over twenty years of experience testifying and consulting for federal and state governments, prosecutors, Fortune 500 companies, and individuals in a variety of aspects concerning analysis of video, photographs, audio and visual recordings, phone and text messages, and other digital data. He has worked on almost 600 cases in just the past four years alone. He has worked as an Audio and Video Forensic Consultant for the U.S. Department of Defense and has worked with the U.S. Department of Justice and numerous other governmental agencies as an independent expert.

Mr. Neumeister has spent forty years working specifically with audio and video, some of which was spent in broadcasting and film, with dozens of awards honoring his work. He has seen how the technological aspect of sound, film, video, and photography has grown exponentially. There are few, if any, forensic experts who have worked through all these changes, both on the creative end and the scientific end of this field. Mr. Neumeister has testified in federal, military, state, and local courts. Currently he is working on international cases and also on a case pending review before the U.S. Supreme Court.

Mr. Neumeister is expected to testify as to the characteristics of digital data, in particular videos, audio recordings, photographs, text messages, and emails, produced by Ms. Heard and/or non-parties during discovery in this case, on which Ms. Heard purports to rely for her allegations that Mr. Depp engaged in physical abuse or violence towards her. Specifically, Mr. Neumeister will testify that the majority of the photographs, text messages, videos, and audio recordings on which Ms. Heard purports to rely for her allegations that Mr. Depp engaged in physical abuse or violence towards her are not authentic and, therefore, not reliable. For example, Mr. Neumeister will testify as to how easy it is to alter the metadata as well as the physical appearance of photographs produced by Ms. Heard purporting to depict injuries she suffered. Mr. Neumeister will also testify that some of these photographs have been processed through a photograph editing application called "Photo 3." Further, Mr. Neumeister will testify as to how the audio recordings produced by Ms. Heard can easily be altered to add in certain sounds. Finally, Mr. Neumeister will opine to the authenticity of Mr. Depp's production of evidence in this case, specifically for information provided after a forensic imaging of Mr. Depp's phone was completed.

Mr. Neumeister's opinions will be based on a review of the digital data and evidence produced in this case, including photographs of alleged physical injuries and destruction of property, audio and video recordings of Mr. Depp and Ms. Heard, Ms. Heard's text messages, Mr. Depp's text messages, and relevant surveillance videos from the Eastern Columbia Building. Mr. Neumeister may also testify as to any fact or opinion rendered or attributed to another witness or party as identified by other parties' witnesses. Plaintiff reserves the right to designate or substitute other witnesses of the same disciplines to testify as to the facts and opinions described herein. Plaintiff further reserves the right to supplement this Expert Witness

Designation based on additional facts Plaintiff learns during discovery and/or his ongoing investigation of this matter. In particular, as of the date of this Expert Designation, Ms. Heard has yet to grant access to the original devices, including mobile devices and computers (including laptops and iPads), as well as access to the operating system drives and cloud backups of these original devices for purposes of performing a physical extraction and direct examination of all relevant data from the original devices as requested in Mr. Depp's Seventh Set of Requests for Production, dated February 12, 2021, to Ms. Heard.

Mr. Neumeister's CV is attached hereto as **Exhibit D**. He is being compensated for his work at the rate of \$575 per hour; none of his compensation is contingent on the opinions he renders or the outcome of the litigation.

5. **Shannon J. Curry, PsyD, Clinical Psychologist, Curry Psychology Group, 200 Newport Center Drive, Suite 204, Newport Beach, California 92660.** Dr. Curry is a clinical psychologist with extensive experience and clinical and research expertise in individual and community trauma, forensic psychology, and relationships/the Gottman method of couples' therapy. Currently, Dr. Curry is the owner and director of the Curry Psychology Group, a multispecialty mental health center in Newport Beach, California. Dr. Curry has nine years of experience as a licensed clinical psychologist, providing direct therapy and assessment services and supervising masters- and doctoral-level clinicians. Prior to becoming a clinical psychologist, Dr. Curry worked for seven years as a therapist. She is experienced in treating adults, couples, adolescents, children, and families across a diverse range of settings including community counseling centers, forensic psychiatric hospitals, correctional programs, military facilities, and rural clinics both in the U.S. and abroad (Ayacucho, Peru and La Paz, Mexico). In addition to her clinical work, Dr. Curry is on the board for the University of California Irvine Center for

EXHIBIT 6

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JOHN C. DEPP, II,

Plaintiff and Counterclaim Defendant,

v.

AMBER LAURA HEARD,

Defendant and Counterclaim Plaintiff.

Civil Action No.: CL-2019-0002911

**DEFENDANT AND COUNTERCLAIM PLAINTIFF AMBER LAURA HEARD'S
OBJECTIONS AND RESPONSES TO PLAINTIFF AND COUNTERCLAIM
DEFENDANT'S SEVENTH SET OF REQUESTS FOR PRODUCTION**

Pursuant to Rule 4:9 of the Rules of the Supreme Court of Virginia ("Rules"), Defendant and Counterclaim Plaintiff Amber Laura Heard, by and through her attorneys, submits these responses and objections (the "Responses") to Plaintiff and Counterclaim Defendant John C. Depp, II's Seventh Set of Requests for Production dated February 12, 2021 (the "Requests").

GENERAL OBJECTIONS

The following general objections and responses (the "General Objections") are incorporated into each specific objection and response (the "Specific Objections") as if fully set forth therein:

1. Defendant and Counterclaim Plaintiff objects to the Requests to the extent they are duplicative, cumulative, or seek documents that have already been provided through other means of discovery. Defendant and Counterclaim Plaintiff will not reproduce documents already produced in discovery.

2. Defendant and Counterclaim Plaintiff objects to the Requests to the extent they are vague, ambiguous, overly broad, unduly burdensome, seek documents not relevant to the claims or defenses of any party, or are not proportional to the needs of the case.

3. Defendant and Counterclaim Plaintiff objects to the Requests to the extent they impose any obligations or requirements beyond the scope of the Rules or any case law interpreting them.

4. Defendant and Counterclaim Plaintiff's Responses are not intended to be and shall not be construed as an agreement or concurrence that all documents and information provided are admissible with respect to the claims and defenses of Plaintiff and Counterclaim Defendant and/or Defendant and Counterclaim Plaintiff.

5. Defendant and Counterclaim Plaintiff objects to each Request to the extent that it calls for documents and information that: (a) may be derived or ascertained from documents that have been or will be produced in this action; (b) is already in Plaintiff and Counterclaim Defendant's possession, custody, or control; (c) is publicly available; or (d) is otherwise independently available to Plaintiff and Counterclaim Defendant or his counsel.

6. Defendant and Counterclaim Plaintiff objects to the Requests to the extent they purport to call for documents or information that: (a) are subject to the attorney-client privilege; (b) constitute attorney work product; (c) are protected from disclosure based on common interest or a similar privilege; or (d) are otherwise protected from disclosure under applicable privilege, law, or rule. Defendant and Counterclaim Plaintiff will not produce such documents and information in response to the Requests, and any inadvertent production thereof shall not be deemed a waiver of any privilege with respect to such documents and information.

7. Defendant and Counterclaim Plaintiff objects to the Requests to the extent they require unreasonable measures to locate and produce responsive documents. Defendant and Counterclaim Plaintiff will construe the Requests to require a reasonable and diligent search of its reasonably-accessible files where it would reasonably expect to find information, documents, or things related to the Requests.

8. Defendant and Counterclaim Plaintiff objects to the Requests to the extent they seek documents and information that are not within Defendant and Counterclaim Plaintiff's possession, custody, or control. Subject to this General Objection, in responding to the Requests, Defendant and Counterclaim Plaintiff will provide only responsive documents within Defendant and Counterclaim Plaintiff's possession, custody, or control.

9. Defendant and Counterclaim Plaintiff objects to the Definitions and Instructions to the extent they seek to impose obligations greater than those imposed by the Rules or any other applicable law, rule, ruling of this court, or agreement of the parties.

10. Defendant and Counterclaim Plaintiff objects to the Requests to the extent they are based on a false premise and contain express or implied assumptions of fact or law with respect to matters at issue in this case. Defendant and Counterclaim Plaintiff's Responses to the Requests are not intended to be and shall not be construed as an agreement or concurrence with Plaintiff and Counterclaim Defendant's characterization of any facts, circumstances, or legal obligations. Defendant and Counterclaim Plaintiff reserves the right to contest any such characterization as inaccurate.

11. Defendant and Counterclaim Plaintiff expressly reserves all rights and privileges under the Rules and any other applicable law or rule. The failure to assert such rights and privileges or the inadvertent disclosure by Defendant and Counterclaim Plaintiff of information

or documents protected by such rights or privileges shall not constitute a waiver thereof, either with respect to these Responses or with respect to any future discovery objections or responses.

12. Defendant and Counterclaim Plaintiff's Responses to the Requests are made to the best of her present knowledge, information, and belief. These Responses are at all times subject to such additional or different documents and information that discovery or further investigation may disclose and, while based on the present state of Defendant and Counterclaim Plaintiff's knowledge and investigation, are subject to such additional knowledge of facts as may result from Defendant and Counterclaim Plaintiff's further discovery or investigation.

OBJECTIONS TO DEFINITIONS

1. Defendant and Counterclaim Plaintiff objects to Definition No. 3 on the grounds that it is overly broad, unduly burdensome, and seeks documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation to the extent it seeks documents beyond the scope of Va. Sup. Ct. R. 4:9(a). Since a "Communication" is a form of a "Document," Defendant and Counterclaim Plaintiff will interpret the word "Communication" in accordance with the definition included in Va. Sup. Ct. R. 4:9(a).

2. Defendant and Counterclaim Plaintiff objects to Definition No. 4 on the grounds that it is overly broad, unduly burdensome, and seeks documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation.

3. Defendant and Counterclaim Plaintiff objects to Definition No. 5 on the grounds that it is overly broad, unduly burdensome, and seeks documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation to the extent it seeks documents beyond the scope of Va. Sup. Ct. R. 4:9(a). Defendant and Counterclaim Plaintiff will interpret the word "Document" in accordance with the definition included in Va. Sup. Ct. R. 4:9(a).

4. Defendant and Counterclaim Plaintiff objects to Definition No. 7 on the grounds that it is overly broad, unduly burdensome, and seeks documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation. Defendant and Counterclaim Plaintiff further objects to this Definition because it seeks documents and information protected by the attorney-client privilege, and on the grounds that this Definition invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court. Plaintiff and Counterclaim Defendant has not made the requisite showing under the Rules.

5. Defendant and Counterclaim Plaintiff objects to Definition No. 10 on the grounds that it is overly broad, unduly burdensome, and seeks documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on

the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation.

6. Defendant and Counterclaim Plaintiff objects to Definition No. 11 as vague, ambiguous, and failing to define with particularity the documents and information that it seeks, as it defines words in a circular, confusing, and non-specific manner, and is therefore overly broad and unduly burdensome.

7. Defendant and Counterclaim Plaintiff objects to Definition No. 12 as vague, ambiguous, and failing to define with particularity the documents and information that it seeks, and is therefore overly broad and unduly burdensome.

OBJECTIONS TO INSTRUCTIONS

1. Defendant and Counterclaim Plaintiff objects to Instruction No. 1 to the extent it exceeds the requirements of Va. Sup. Ct. R. 4:9(a), which only requires the production of documents "which are in the possession, custody, or control of the party upon whom the request is served," and is therefore overly broad, unduly burdensome, and seeks documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case. Defendant and Counterclaim Plaintiff will produce documents in accordance with Va. Sup. Ct. R. 4:9(a). Defendant and Counterclaim Plaintiff further objects to this Instruction to the extent it seeks documents and information protected by the attorney-client privilege, and on the grounds that this Instruction invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court. Plaintiff and Counterclaim Defendant has not made the requisite showing under the Rules.

2. Defendant and Counterclaim Plaintiff objects to the portion of Instruction No. 3

seeking “The date such additional documents came into your possession shall be specified, as well as the identity of the individuals who furnished such additional documents to the person preparing the response” because it exceeds the requirements of Va. Sup. Ct. R 4:9, and is therefore overly broad, unduly burdensome, and seeks documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case.

3. Defendant and Counterclaim Plaintiff objects to Instruction No. 4 because the request to “specify the reason(s) for your inability to respond to the remainder and stating whether information or knowledge you have concerning the portion to which you do not respond” exceeds the requirements of Va. Sup. Ct. R 4:9, and is therefore overly broad, unduly burdensome, and seeks information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case.

4. Defendant and Counterclaim Plaintiff objects to Instruction No. 5(b) and (c) because the requests to identify each document in the manner requested and to “provide a description of the subject matter of each document or item” exceed the requirements of Va. Sup. Ct. Rs 4:9 and 4:1(b)(6), and are therefore overly broad, unduly burdensome, and seek information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case.

5. Defendant and Counterclaim Plaintiff objects to Instruction No. 6 as unduly burdensome because the Defendant and Counterclaim Plaintiff has an ongoing duty under Va. Sup. Ct. R. 4:1(e) to supplement document production and responses when and where necessary, and this instruction is therefore overly broad and unduly burdensome.

6. Defendant and Counterclaim Plaintiff objects to Instruction No. 7 because it seeks documents and information protected by the attorney-client privilege, and on the grounds

that this Request invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court.

7. Defendant and Counterclaim Plaintiff objects to Instruction No. 8 because it exceeds the requirements of Va. Sup. Ct. R 4:9, and is therefore overly broad, unduly burdensome, and seeks information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case.

8. Defendant and Counterclaim Plaintiff objects to Instruction No. 9 on the grounds that it exceeds the requirements of Va. Sup. Ct. R 4:9, and is therefore overly broad, unduly burdensome, and seeks documents and information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case. Defendant and Counterclaim Plaintiff will produce documents as they are kept in the usual course of business pursuant to Va. Sup. Ct. R. 4:9(b)(iii)(A).

9. Defendant and Counterclaim Plaintiff objects to Instruction No. 10 seeking “transmittal sheets and cover letters” on the grounds that the request for such documents is overly broad, unduly burdensome, and seeks documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case. Defendant and Counterclaim Plaintiff further objects because this Instruction seeks documents protected by the attorney-client privilege, and on the grounds that this Request invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court.

10. Defendant and Counterclaim Plaintiff objects to Instruction No. 11 on the grounds that it exceeds the requirements of Va. Sup. Ct. R 4:9, and is therefore overly broad,

unduly burdensome, and seeks information and documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case. Defendant and Counterclaim Plaintiff will produce documents as they are kept in the usual course of business pursuant to Va. Sup. Ct. R. 4:9(b)(iii)(A).

11. Defendant and Counterclaim Plaintiff objects to Instruction No. 12 on the grounds that it exceeds the requirements of Va. Sup. Ct. R 4:9, and is therefore overly broad, unduly burdensome, and seeks documents and information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case. Defendant and Counterclaim Plaintiff will produce documents as they are kept in the usual course of business pursuant to Va. Sup. Ct. R. 4:9(b)(iii)(A). The Instruction is also ambiguous because it contradicts Instruction No. 9.

12. Defendant and Counterclaim objects to Instruction No. 13 on the grounds that it is beyond the scope of discovery as defined in Va. Sup. Ct. R. 4:1(b)(1), and is beyond the scope of a permissible Request for Production pursuant to Va. Sup. Ct. R 4:9. A request to access, extract, inspect, and/or test Defendant and Counterclaim Plaintiff's devices raises significant issues of confidentiality and privacy, is subject to the balancing required by Va. Sup. Ct. R. 4:1(b)(1), and requires a heightened showing of relevance and discoverability that Plaintiff and Counterclaim Defendant has not demonstrated in this case. Such a request does not create a routine right of direct access to a party's electronic information and devices, as Courts guard against undue intrusiveness, undue burden, and significant overbreadth that results from the requested type of access, extraction, inspection, and/or testing. Additionally, Plaintiff and Counterclaim Defendant's UK Counsel confirmed on July 17, 2020 that Plaintiff and Counterclaim Defendant did not dispute the accuracy of the accompanying date/time metadata

to the May 2016 images, and further that any analysis of digital images will not yield any additional information than what can be seen from the images. For all of these reasons, Defendant and Counterclaim Plaintiff objects to this Instruction as overly broad, unduly burdensome, harassing, and seeking information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation.

13. Defendant and Counterclaim Plaintiff objects to Instruction Nos. 14 and 15 on the grounds that they exceed the requirements of Va. Sup. Ct. R 4:9 and 4:1(b)(6), and are therefore overly broad, unduly burdensome, and seek information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case.

14. Defendant and Counterclaim Plaintiff objects to Instruction No. 16 because it seeks documents protected by the attorney-client privilege, and on the grounds that this Request invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court. Defendant and Counterclaim Plaintiff further objects to this Instruction seeking all documents in the possession of "any consultants or experts" because it exceeds the requirements of Va. Sup. Ct. R. 4:1(b)(4), and is therefore overly broad, unduly burdensome, and seeks documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case.

15. Defendant and Counterclaim Plaintiff objects to Instruction No. 17 on the grounds that it exceeds the requirements of Va. Sup. Ct. R 4:9, and is therefore overly broad, unduly burdensome, and seeks information not reasonably calculated to lead to the discovery of

admissible evidence regarding the claims and defenses in this case. Defendant and Counterclaim Plaintiff will produce documents as they are kept in the usual course of business pursuant to Va. Sup. Ct. R. 4:9(b)(iii)(A). The Instruction is also cumulative and duplicative of earlier Instructions.

16. Defendant and Counterclaim Plaintiff objects to Instruction No. 18 as vague, ambiguous, and unduly burdensome by seeking to later “expand or supplement” these already-served Requests for Production of Documents.

REQUESTS FOR PRODUCTION

1. **All Communications, including via Chat Applications, between You and any other Person (other than Your attorneys) regarding Your relationship with Mr. Depp, within one week before or after any date on which You contend that You suffered violence or other abuse at the hands of Mr. Depp, including but not limited to the following dates:**

- **January 1, 2013;**
- **March 8, 2013;**
- **May 24, 2014;**
- **August 17, 2014;**
- **December 17, 2014;**
- **January 25, 2015;**
- **March 2015;**
- **August 2015;**
- **November 26, 2015;**
- **December 15, 2015;**
- **April 21, 2016; and**
- **May 21, 2016.**

OBJECTION: Defendant and Counterclaim Plaintiff objects to this Request seeking documents “regarding your relationship with Mr. Depp” on the grounds that it is vague, ambiguous, and fails to define with particularity the information that it seeks, and is overly broad, unduly burdensome, harassing, and seeks information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into

account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation, and critically the Court's prior rulings defining the scope of relevant discovery in this case quoted in detail below. On December 18, 2020, the Court ruled that Request 51 of Mr. Depp's 3rd Requests for Documents seeking all communications between Ms. Heard and anyone relating to her relationship with Mr. Depp, claims of abuse or violence involving Mr. Depp, and injuries Ms. Heard contends she suffered as a result of Mr. Depp's conduct was overbroad, and therefore beyond the scope of discovery in this case. The Court also ruled that Request 52 of Mr. Depp's 3rd Requests for Documents seeking all documents and communications relating to Ms. Heard's "relationship with Mr. Depp" was also overbroad, and therefore beyond the scope of discovery in this case.

Defendant and Counterclaim Plaintiff further objects to this Request on the grounds that the phrases "All Communications...within one week before or after any date on which You contend that You suffered violence or other abuse at the hands of Mr. Depp" fails to define with particularity the information that it seeks, and is overly broad, unduly burdensome, and seeks information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, and limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation.

Defendant and Counterclaim Plaintiff further objects to this Request seeking communications between Defendant and Counterclaim Plaintiff and "any other Person" as vague, ambiguous, and failing to define with particularity the information that it seeks, and as overly broad, unduly burdensome, harassing, and seeking information not reasonably calculated

to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation.

Defendant and Counterclaim Plaintiff further objects to this Request because it seeks documents and information protected by the attorney-client privilege, and on the grounds that this Request invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court. Plaintiff and Counterclaim Defendant has not made the requisite showing under the Rules.

RESPONSE: Subject to and without waiving the objections, and notwithstanding that Defendant and Counterclaim Plaintiff has previously produced documents that may be responsive to this Request, Defendant and Counterclaim Plaintiff stands on her objections to this Request based on the Court's prior rulings.

2. All photographs of You (in their native/original format and original codec), that were taken within one week before or after any date on which You contend that You suffered violence or other abuse at the hands of Mr. Depp, including but not limited to the following dates:

- **January 1, 2013;**
- **March 8, 2013;**
- **May 24, 2014;**
- **August 17, 2014;**
- **December 17, 2014;**
- **January 25, 2015;**
- **March 2015;**
- **August 2015;**
- **November 26, 2015;**
- **December 15, 2015;**
- **April 21, 2016; and**
- **May 21, 2016.**

OBJECTION: Defendant and Counterclaim Plaintiff objects to the undefined phrases “native/original format” and “original codec” of this Request on the grounds that they are vague, ambiguous, and fail to define with particularity the information that they seek. Defendant and Counterclaim Plaintiff further objects to this Request on the grounds that the phrases “All photographs” that were “taken within one week before or after any date on which You contend that You suffered violence or other abuse at the hands of Mr. Depp” fails to define with particularity the information that it seeks, and is overly broad, unduly burdensome, and seeks information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, and limitations on the parties’ resources, and the importance of the discovery in resolving the issues at stake in the litigation.

RESPONSE: Subject to and without waiving the objections, Defendant and Counterclaim Plaintiff has previously produced documents responsive to this Request.

3. **All audio or visual recordings of Mr. Depp and/or You and Mr. Depp (in their native/original/first generation format and original codec).**

OBJECTION: Defendant and Counterclaim Plaintiff objects to the undefined phrases “native/original/first generation format” and “original codec” of this Request on the grounds that they are vague, ambiguous, and fail to define with particularity the information that they seek. Defendant and Counterclaim Plaintiff further objects to this Request seeking “all audio or visual recordings” with no limitations on subject matter, scope, or timeframe on the grounds that it is vague, ambiguous, and fails to define with particularity the information that it seeks, and is overly broad, unduly burdensome, harassing, and seeks information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case,

taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation.

RESPONSE: Subject to and without waiving the objections, Defendant and Counterclaim Plaintiff has previously produced documents responsive to this Request.

4. To the extent not previously produced, all Documents and Communications, including via Chat Applications, that support or relate to the parties' respective claims and defenses in this Action.

OBJECTION: Defendant and Counterclaim Plaintiff objects to this Request seeking all documents and communications that "support or relate to the parties' respective claims and defenses in this Action" as failing to define with particularity the documents that it seeks, overly broad, unduly burdensome, and seeking documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation.

Additionally, in Mr. Depp's objections and responses to Ms. Heard's 10th Requests for Production of Documents, Mr. Depp extensively objected to Request Nos. 24-25 seeking the same categories of documents and stood on those objections, therefore taking the position that this Request is objectionable for the same reasons.

Defendant and Counterclaim Plaintiff further objects to this Request because it is unreasonably cumulative and duplicative of Plaintiff and Counterclaim Defendant's previously served Requests for Production in this case, including but not limited to Request No. 18 of Plaintiff and Counterclaim Defendant's 2nd Requests for Production of Documents, Request No. 5 of Plaintiff and Counterclaim Defendant's 3rd Requests for Production of Documents, Request No. 5 of Plaintiff and Counterclaim Defendant's 5th Requests for Production of Documents, and

Request No. 5 of Plaintiff and Counterclaim Defendant's 6th Requests for Production of Documents.

Defendant and Counterclaim Plaintiff further objects to this Request because it seeks documents and communications protected by the attorney-client privilege, and on the grounds that this Request invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court. Plaintiff and Counterclaim Defendant has not made the requisite showing under the Rules

RESPONSE: Subject to and without waiving the objections, and notwithstanding that Defendant and Counterclaim Plaintiff has previously produced documents that may be responsive to this Request, Defendant and Counterclaim Plaintiff stands on her objections to this Request.

5. Access, for purposes of direct examination and physical extraction of data, to all of Your mobile devices on which any photographs, videos, audio recordings, text messages, or other Communications via Chat Applications relevant to the claims and defenses in this Action were taken or originated or have been maintained.

OBJECTION: Defendant and Counterclaim Plaintiff objects to the phrase "relevant to the claims and defenses in this Action" as failing to define with particularity the documents that it seeks, overly broad, unduly burdensome, and seeking documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation. Additionally, in Mr. Depp's objections and responses to Ms. Heard's 10th Requests for Production of Documents, Mr. Depp extensively objected to Request Nos. 24-25 seeking the same categories of documents and stood on those objections, therefore taking the position that

this Request is objectionable for the same reasons. Defendant and Counterclaim Plaintiff further objects to the undefined phrases “Access,” “direct examination,” “physical extraction of data,” and “mobile devices” of this Request as vague, ambiguous, and failing to define with particularity the information that they seek.

Defendant and Counterclaim further objects to this Request on the grounds that it is beyond the scope of discovery as defined in Va. Sup. Ct. R. 4:1(b)(1), and is beyond the scope of a permissible Request for Production pursuant to Va. Sup. Ct. R 4:9. A request to access, extract, inspect, and/or test Defendant and Counterclaim Plaintiff’s devices raises significant issues of confidentiality and privacy, is subject to the balancing required by Va. Sup. Ct. R. 4:1(b)(1), and requires a heightened showing of relevance and discoverability that Plaintiff and Counterclaim Defendant has not demonstrated in this case. Such a request does not create a routine right of direct access to a party’s electronic information and devices, as Courts guard against undue intrusiveness, undue burden, and significant overbreadth that results from the requested type of access, extraction, inspection, and/or testing. Additionally, Plaintiff and Counterclaim Defendant’s UK Counsel confirmed on July 17, 2020 that Plaintiff and Counterclaim Defendant did not dispute the accuracy of the accompanying date/time metadata to the May 2016 images, and further that any analysis of digital images will not yield any additional information than what can be seen from the images. For all of these reasons, Defendant and Counterclaim Plaintiff objects to this Request as overly broad, unduly burdensome, harassing, and seeking information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties’ resources, and the importance of the discovery in resolving the issues at stake in the litigation.

Defendant and Counterclaim Plaintiff further objects to this Request because it seeks documents and information protected by the attorney-client privilege, and on the grounds that this Request invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court. Plaintiff and Counterclaim Defendant has not made the requisite showing under the Rules.

RESPONSE: Subject to and without waiving the objections, Defendant and Counterclaim Plaintiff stands on her objections to this “Request.”

6. Access, for purposes of direct examination and physical extraction of data and direct access to operating system drives, to all of Your computers, including laptops or iPads, on which any photographs, videos, audio recordings, text messages, or other Communications via Chat Applications relevant to the claims and defenses in this Action were taken or originated or have been maintained.

OBJECTION: Defendant and Counterclaim Plaintiff objects to the phrase “relevant to the claims and defenses in this Action” as failing to define with particularity the documents that it seeks, overly broad, unduly burdensome, and seeking documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties’ resources, and the importance of the discovery in resolving the issues at stake in the litigation. Additionally, in Mr. Depp’s objections and responses to Ms. Heard’s 10th Requests for Production of Documents, Mr. Depp extensively objected to Request Nos. 24-25 seeking the same categories of documents and stood on those objections, therefore taking the position that this Request is objectionable for the same reasons. Defendant and Counterclaim Plaintiff further objects to the undefined phrases “Access,” “direct examination,” “physical extraction of data,”

“direct access,” and “operating system drives” of this Request as vague, ambiguous, and failing to define with particularity the information that they seek.

Defendant and Counterclaim further objects to this Request on the grounds that it is beyond the scope of discovery as defined in Va. Sup. Ct. R. 4:1(b)(1), and is beyond the scope of a permissible Request for Production pursuant to Va. Sup. Ct. R 4:9. A request to access, extract, inspect, and/or test Defendant and Counterclaim Plaintiff’s devices raises significant issues of confidentiality and privacy, is subject to the balancing required by Va. Sup. Ct. R. 4:1(b)(1), and requires a heightened showing of relevance and discoverability that Plaintiff and Counterclaim Defendant has not demonstrated in this case. Such a request does not create a routine right of direct access to a party’s electronic information and devices, as Courts guard against undue intrusiveness, undue burden, and significant overbreadth that results from the requested type of access, extraction, inspection, and/or testing. Additionally, Plaintiff and Counterclaim Defendant’s UK Counsel confirmed on July 17, 2020 that Plaintiff and Counterclaim Defendant did not dispute the accuracy of the accompanying date/time metadata to the May 2016 images, and further that any analysis of digital images will not yield any additional information than what can be seen from the images. For all of these reasons, Defendant and Counterclaim Plaintiff objects to this Request as overly broad, unduly burdensome, harassing, and seeking information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties’ resources, and the importance of the discovery in resolving the issues at stake in the litigation.

Defendant and Counterclaim Plaintiff further objects to this Request because it seeks documents and information protected by the attorney-client privilege, and on the grounds that

this Request invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court. Plaintiff and Counterclaim Defendant has not made the requisite showing under the Rules.

RESPONSE: Subject to and without waiving the objections, Defendant and Counterclaim Plaintiff stands on her objections to this “Request.”

7. Access to cloud backups for any of Your mobile devices and computers, including laptops or iPads, on which any photographs, videos, audio recordings, text messages, or other Communications via Chat Applications relevant to the claims and defenses in this Action were taken or originated or have been maintained.

OBJECTION: Defendant and Counterclaim Plaintiff objects to the phrase “relevant to the claims and defenses in this Action” as failing to define with particularity the documents that it seeks, overly broad, unduly burdensome, and seeking documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties’ resources, and the importance of the discovery in resolving the issues at stake in the litigation. Additionally, in Mr. Depp’s objections and responses to Ms. Heard’s 10th Requests for Production of Documents, Mr. Depp extensively objected to Request Nos. 24-25 seeking the same categories of documents and stood on those objections, therefore taking the position that this Request is objectionable for the same reasons.

Defendant and Counterclaim Plaintiff further objects to the phrases “Access,” “cloud backups,” and “mobile devices” of this Request as vague, ambiguous, and failing to define with particularity the information that they seek. Defendant and Counterclaim further objects to this Request on the grounds that it is beyond the scope of discovery as defined in Va. Sup. Ct. R. 4:1(b)(1), and is beyond the scope of a permissible Request for Production pursuant to Va. Sup.

Ct. R 4:9. A request to access, extract, inspect, and/or test Defendant and Counterclaim Plaintiff's devices raises significant issues of confidentiality and privacy, is subject to the balancing required by Va. Sup. Ct. R. 4:1(b)(1), and requires a heightened showing of relevance and discoverability that Plaintiff and Counterclaim Defendant has not demonstrated in this case. Such a request does not create a routine right of direct access to a party's electronic information and devices, as Courts guard against undue intrusiveness, undue burden, and significant overbreadth that results from the requested type of access, extraction, inspection, and/or testing. Additionally, Plaintiff and Counterclaim Defendant's UK Counsel confirmed on July 17, 2020 that Plaintiff and Counterclaim Defendant did not dispute the accuracy of the accompanying date/time metadata to the May 2016 images, and further that any analysis of digital images will not yield any additional information than what can be seen from the images. For all of these reasons, Defendant and Counterclaim Plaintiff objects to this Request as overly broad, unduly burdensome, harassing, and seeking information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation.

Defendant and Counterclaim Plaintiff further objects to this Request because it seeks documents and information protected by the attorney-client privilege, and on the grounds that this Request invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court. Plaintiff and Counterclaim Defendant has not made the requisite showing under the Rules.

RESPONSE: Subject to and without waiving the objections, Defendant and Counterclaim Plaintiff stands on her objections to this “Request.”

8. Physical extractions or advanced logical extractions of all Your mobile devices on which any photographs, videos, audio recordings, text messages, or other Communications via Chat Applications relevant to the claims and defenses in this Action were taken or originated or have been maintained.

OBJECTION: Defendant and Counterclaim Plaintiff objects to the phrase “relevant to the claims and defenses in this Action” as failing to define with particularity the documents that it seeks, overly broad, unduly burdensome, and seeking documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties’ resources, and the importance of the discovery in resolving the issues at stake in the litigation. Additionally, in Mr. Depp’s objections and responses to Ms. Heard’s 10th Requests for Production of Documents, Mr. Depp extensively objected to Request Nos. 24-25 seeking the same categories of documents and stood on those objections, therefore taking the position that this Request is objectionable for the same reasons. Defendant and Counterclaim Plaintiff further objects to the undefined phrases “Physical extractions or advanced logical extractions” and “mobile devices” of this Request as vague, ambiguous, and failing to define with particularity the information that they seek.

Defendant and Counterclaim further objects to this Request on the grounds that it is beyond the scope of discovery as defined in Va. Sup. Ct. R. 4:1(b)(1), and is beyond the scope of a permissible Request for Production pursuant to Va. Sup. Ct. R 4:9. A request to access, extract, inspect, and/or test Defendant and Counterclaim Plaintiff’s devices raises significant issues of confidentiality and privacy, is subject to the balancing required by Va. Sup. Ct. R. 4:1(b)(1), and requires a heightened showing of relevance and discoverability that Plaintiff and

Counterclaim Defendant has not demonstrated in this case. Such a request does not create a routine right of direct access to a party's electronic information and devices, as Courts guard against undue intrusiveness, undue burden, and significant overbreadth that results from the requested type of access, extraction, inspection, and/or testing. Additionally, Plaintiff and Counterclaim Defendant's UK Counsel confirmed on July 17, 2020 that Plaintiff and Counterclaim Defendant did not dispute the accuracy of the accompanying date/time metadata to the May 2016 images, and further that any analysis of digital images will not yield any additional information than what can be seen from the images. For all of these reasons, Defendant and Counterclaim Plaintiff objects to this Request as overly broad, unduly burdensome, harassing, and seeking information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation.

Defendant and Counterclaim Plaintiff further objects to this Request because it seeks documents and information protected by the attorney-client privilege, and on the grounds that this Request invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court. Plaintiff and Counterclaim Defendant has not made the requisite showing under the Rules.

RESPONSE: Subject to and without waiving the objections, Defendant and Counterclaim Plaintiff stands on her objections to this "Request."

9. An extraction through a hardware write-blocker and in Raw(dd) format of all Your computers, including laptops or iPads, on which any photographs, videos, audio recordings, text messages, or other Communications via Chat Applications relevant to the claims and defenses in this Action were taken or originated or have been maintained.

OBJECTION: Defendant and Counterclaim Plaintiff objects to the phrase “relevant to the claims and defenses in this Action” as failing to define with particularity the documents that it seeks, overly broad, unduly burdensome, and seeking documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties’ resources, and the importance of the discovery in resolving the issues at stake in the litigation. Additionally, in Mr. Depp’s objections and responses to Ms. Heard’s 10th Requests for Production of Documents, Mr. Depp extensively objected to Request Nos. 24-25 seeking the same categories of documents and stood on those objections, therefore taking the position that this Request is objectionable for the same reasons. Defendant and Counterclaim Plaintiff further objects to the undefined phrases “extraction” and “through a hardware write-blocker and in Raw(dd) format” of this Request as vague, ambiguous, and failing to define with particularity the information that they seek.

Defendant and Counterclaim further objects to this Request on the grounds that it is beyond the scope of discovery as defined in Va. Sup. Ct. R. 4:1(b)(1), and is beyond the scope of a permissible Request for Production pursuant to Va. Sup. Ct. R 4:9. A request to access, extract, inspect, and/or test Defendant and Counterclaim Plaintiff’s devices raises significant issues of confidentiality and privacy, is subject to the balancing required by Va. Sup. Ct. R. 4:1(b)(1), and requires a heightened showing of relevance and discoverability that Plaintiff and Counterclaim Defendant has not demonstrated in this case. Such a request does not create a routine right of direct access to a party’s electronic information and devices, as Courts guard against undue intrusiveness, undue burden, and significant overbreadth that results from the requested type of access, extraction, inspection, and/or testing. Additionally, Plaintiff and

Counterclaim Defendant's UK Counsel confirmed on July 17, 2020 that Plaintiff and Counterclaim Defendant did not dispute the accuracy of the accompanying date/time metadata to the May 2016 images, and further that any analysis of digital images will not yield any additional information than what can be seen from the images. For all of these reasons, Defendant and Counterclaim Plaintiff objects to this Request as overly broad, unduly burdensome, harassing, and seeking information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation.

Defendant and Counterclaim Plaintiff further objects to this Request because it seeks documents and information protected by the attorney-client privilege, and on the grounds that this Request invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court. Plaintiff and Counterclaim Defendant has not made the requisite showing under the Rules.

RESPONSE: Subject to and without waiving the objections, Defendant and Counterclaim Plaintiff stands on her objections to this "Request."

10. The forensic imaging of Your mobile devices and computers, including laptops or iPads, on which any photographs, videos, audio recordings, text messages, or other Communications via Chat Applications relevant to the claims and defenses in this Action were taken or originated or have been maintained.

OBJECTION: Defendant and Counterclaim Plaintiff objects to the phrase "relevant to the claims and defenses in this Action" as failing to define with particularity the documents that it seeks, overly broad, unduly burdensome, and seeking documents not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case,

taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation. Additionally, in Mr. Depp's objections and responses to Ms. Heard's 10th Requests for Production of Documents, Mr. Depp extensively objected to Request Nos. 24-25 seeking the same categories of documents and stood on those objections, therefore taking the position that this Request is objectionable for the same reasons.

Defendant and Counterclaim Plaintiff further objects to the undefined phrases "forensic imaging" and "mobile devices" of this Request as vague, ambiguous, and failing to define with particularity the information that they seek. Defendant and Counterclaim further objects to this Request on the grounds that it is beyond the scope of discovery as defined in Va. Sup. Ct. R. 4:1(b)(1), and is beyond the scope of a permissible Request for Production pursuant to Va. Sup. Ct. R. 4:9. A request to access, extract, inspect, and/or test Defendant and Counterclaim Plaintiff's devices raises significant issues of confidentiality and privacy, is subject to the balancing required by Va. Sup. Ct. R. 4:1(b)(1), and requires a heightened showing of relevance and discoverability that Plaintiff and Counterclaim Defendant has not demonstrated in this case. Such a request does not create a routine right of direct access to a party's electronic information and devices, as Courts guard against undue intrusiveness, undue burden, and significant overbreadth that results from the requested type of access, extraction, inspection, and/or testing. Additionally, Plaintiff and Counterclaim Defendant's UK Counsel confirmed on July 17, 2020 that Plaintiff and Counterclaim Defendant did not dispute the accuracy of the accompanying date/time metadata to the May 2016 images, and further that any analysis of digital images will not yield any additional information than what can be seen from the images. For all of these reasons, Defendant and Counterclaim Plaintiff objects to this Request as overly broad, unduly

burdensome, harassing, and seeking information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation.

Defendant and Counterclaim Plaintiff further objects to this Request because it seeks documents and information protected by the attorney-client privilege, and on the grounds that this Request invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court. Plaintiff and Counterclaim Defendant has not made the requisite showing under the Rules.

RESPONSE: Subject to and without waiving the objections, Defendant and Counterclaim Plaintiff stands on her objections to this "Request."

11. To the extent not covered by previous requests, all photographs, audio files, and video files that have been produced by You in this Action, in native/original format and original codec.

OBJECTION: Defendant and Counterclaim Plaintiff objects to the undefined phrases "native/original format" and "original codec" of this Request on the grounds that they are vague, ambiguous, and fail to define with particularity the information that they seek. Defendant and Counterclaim Plaintiff further objects to this Request because by its plain language it is unreasonably cumulative and duplicative of Plaintiff and Counterclaim Defendant's previously served Requests for Production in this case. Defendant and Counterclaim Plaintiff further objects to this Request as overly broad, unduly burdensome, harassing, and seeking information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy,

limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation

RESPONSE: Subject to and without waiving the objections, and notwithstanding that Defendant and Counterclaim Plaintiff has previously produced documents that could be responsive to this Request, Defendant and Counterclaim Plaintiff stands on her objections to this Request.

12. Documents sufficient to show the dates and amounts of any monetary payments, gifts, or transfers in value from You to or for the benefit of any Person identified by You in discovery in this Action as a witness or person with relevant knowledge, to the extent that such payments, gifts, or transfers in value were made as a result of or in connection with this Action, the Divorce Action, or the U.K. Action, in a cumulative amount of \$5,000 or more.

OBJECTION: Defendant and Counterclaim Plaintiff objects to this Request seeking documents "in connection with the Divorce Action" or the "U.K. Action" on the grounds that they are overly broad, unduly burdensome, harassing, and seek information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation, and critically the Court's prior rulings defining the scope of relevant discovery in this case quoted in detail below. On September 18, 2020 the Court ruled that Request Nos. 1-6 and 8 of Ms. Heard's 7th Requests for Documents and Request Nos. 1, 3, 5, and 7 of Ms. Heard's 7th Requests seeking documents during the parties' marriage and related to the divorce case was overbroad and beyond the scope of relevant discovery in this case because "its denied under the doctrine of enough is enough. You all have been through the divorce already. We're not going to retry that divorce in this case." The Court has also repeatedly ruled that similar Requests seeking documents related to the U.K. Action was overbroad and beyond the scope of relevant

discovery in this case, including on November 20, 2020, and Requests 50-51 of Mr. Depp's 3rd Requests for Documents on December 18, 2020.

Defendant and Counterclaim Plaintiff further objects to the phrase "for the benefit of," and to this Request seeking documents "made as a result of or in connection with this Action," on the grounds that they are vague, ambiguous, and fail to define with particularity the information that they seek, and are overly broad, unduly burdensome, harassing, and seek information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation.

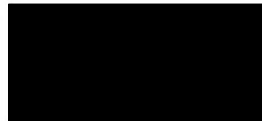
Defendant and Counterclaim Plaintiff further objects to this Request seeking documents showing "monetary payments, gifts, or transfers of value" for "any Person identified by You in discovery in this Action as a witness or person with relevant knowledge" as vague, ambiguous, and failing to define with particularity the information that they seek, overly broad, unduly burdensome, harassing, and seeking information not reasonably calculated to lead to the discovery of admissible evidence regarding the claims and defenses in this case, taking into account the needs of the case, the amount in controversy, limitations on the parties' resources, and the importance of the discovery in resolving the issues at stake in the litigation, and critically the Court's prior rulings defining the scope of relevant discovery in this case quoted in detail below. The Court previously ruled that Request 16 of Ms. Heard's 2nd Request for Documents seeking all transactions from January 1, 2010 to the present with a list of individuals was "overly broad" and beyond the scope of discovery in this case, unless these individuals were "going to be potential witnesses" in the case.

Defendant and Counterclaim Plaintiff further objects to this Request because it seeks documents and information protected by the attorney-client privilege, and on the grounds that this Request invades protected litigation work product and would require disclosure of core opinion work product and mental impression of counsel, which is prohibited by 4:1(b)(3) of the Rules of the Virginia Supreme Court. Plaintiff and Counterclaim Defendant has not made the requisite showing under the Rules.

RESPONSE: Subject to and without waiving the objections, Defendant and Counterclaim Plaintiff stands on her objections to this Request.

March 5, 2021

AS TO OBJECTIONS:



Elaine Charlson Bredehoft (VSB No. 23766)
Adam S. Nadelhaft (VSB No. 91717)
David E. Murphy (VSB No. 90938)
Charlson Bredehoft Cohen & Brown, P.C.
11260 Roger Bacon Drive, Suite 201
Reston, Virginia 20190
Telephone: (703) 318-6800
ebredehoft@cbcblaw.com
anadelhaft@cbcblaw.com
dmurphy@cbcblaw.com

J. Benjamin Rottenborn (VSB No. 84796)
Joshua R. Treece (VSB No. 79149)
WOODS ROGERS PLC
10 S. Jefferson Street, Suite 1400
P.O. Box 14125
Roanoke, Virginia 24011
Telephone: (540) 983-7540
brottenborn@woodsrogers.com
jtreece@woodsrogers.com

*Counsel to Defendant and Counterclaim
Plaintiff Amber Laura Heard*

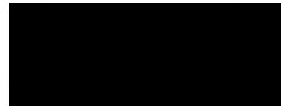
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served this 5th day of March, 2021, by email, by agreement of the parties, addressed as follows:

Benjamin G. Chew, Esq.
Andrew C. Crawford, Esq.
BROWN RUDNICK LLP
601 Thirteenth Street, N.W.
Washington, D.C. 20005
Telephone: (202) 536-1700
Facsimile: (202) 536-1701
bchew@brownrudnick.com
acrawford@brownrudnick.com

Camille M. Vasquez, Esq.
BROWN RUDNICK LLP
2211 Michelson Drive
Irvine, CA 92612
Telephone: (949) 752-7100
Facsimile: (949) 252-1514
cvasquez@brownrudnick.com

*Counsel for Plaintiff and Counterclaim
Defendant John C. Depp, II*



Elaine Charlson Bredehoft

EXHIBIT 7

Parameters for Extracting Data from Forensic Image of Original Devices

After obtaining a forensic image of the original device, the forensic expert should apply the following parameters to the requested categories of information:

1. **Photographs of Ms. Heard:** All photographs of Ms. Heard taken during the following time periods, which all correspond to dates in which Ms. Heard alleges that Mr. Depp abused her:

Date of Alleged Abuse	Time Period To Be Searched
Late 2012/Early 2013	December 15, 2012 – January 15, 2013
March 8 and 22, 2013	March 6, 2013 – April 5, 2013
June 2013	June 1 – June 30, 2013
May 24, 2014	May 22, 2014 – June 7, 2014
August 17, 2014	August 15, 2014 – August 31, 2014
December 17, 2014	December 15, 2014 – December 31, 2014
January 25, 2015	January 23, 2015 – February 8, 2015
March 3-5, 2015	March 1, 2015 – March 19, 2015
March 22-23, 2015	March 20, 2015 – April 6, 2015
August 2015	August 1, 2015 – August 31, 2015
November 26, 2015	November 24, 2015 – December 10, 2015
December 15, 2015	December 13, 2015 – December 29, 2015
December 29, 2015	December 29, 2015 – January 12, 2016
April 21, 2016	April 19, 2016 – May 5, 2016

May 21, 2016	May 19, 2016 – June 4, 2016
July 22, 2016	July 15, 2016 – July 29, 2016

2. **Deleted Photographs:** All deleted photographs of Ms. Heard taken during the time periods outlined in the second column of the table in paragraph 1.

3. **Recordings of Ms. Heard or Mr. Depp:** All video and audio recordings of Mr. Depp or Ms. Heard for the time periods outlined in the second column of the table in paragraph 1.

4. **Other Recordings of Mr. Depp:** All other video and audio recordings of Mr. Depp not otherwise captured by the parameters set forth in paragraph 3 from December 2012 to December 2016.

5. **Text Messages:** All text messages between Ms. Heard and the following individuals from December 2012 through June 2019:

- Mr. Depp;
- Dr. David Kipper;
- Dr. Connell Cowan;
- Debbie Lloyd;
- Erin Boerum;
- David Heard;
- Paige Heard;
- Whitney Henriquez (Heard);
- Raquel (“Rocky”) Pennington;
- Josh Drew;

- iO Tillet Wright;
- Kate James;
- Melanie Inglessis;
- Samantha McMillen;
- Taysa van Ree;
- Bianca Butti;
- Travis McGivern;
- Laura Divenere;
- Tara Roberts;
- Ben King;
- Starling Jenkins;
- Amanda de Cadenet;
- Stephen Deuters;
- Nathan Holmes;
- Sean Bett;
- Isaac Baruch;
- Elizabeth Marz;
- Kristina Sexton;
- Josh Richman;
- James Franco;
- Samantha McMillan;
- Kevin Murphy;
- Christian Carino;

- Brandon McCullough;
- Jennifer Howell;
- Christie Dembrowski;
- Anthony Romero; and
- Elon Musk.

6. **Emails:** All emails between Ms. Heard and the individuals listed in paragraph 5 from December 2012 through June 2019.

7. **Draft emails from Ms. Heard:** All draft emails from Ms. Heard from December 2012 through June 2019.