

Marriage of Depp
BD641052

Deal Point Memorandum Pursuant to Code of Civil Procedure § 664.6

This Deal Point Memorandum (hereinafter "DPM") is being entered into between the parties, Petitioner Amber Laura Depp (hereinafter "Amber") and Respondent John Christopher Depp II (hereinafter "Johnny"), to resolve all issues associated with their dissolution of marriage action including, but not limited to, any civil claims now pending or which might have otherwise been initiated but for this DPM. This DPM shall become effective once signed by both parties. This DPM is subject to California Code of Civil Procedure § 664.6 and is an enforceable settlement agreement. The terms of this DPM shall be incorporated into a Further Judgment of Dissolution of Marriage as between the parties. The Court shall have jurisdiction to enforce this DPM. Once this DPM has been signed by both parties, it is binding and not subject to the mediation privilege. Furthermore, once this DPM has been signed by both parties, all documents produced pursuant to the mediation privilege shall no longer be subject to the mediation privilege; offers of settlement shall be specifically excluded therefrom.

STATISTICAL FACTS

1. Amber and Johnny married on February 3, 2015. They have no children together. For the purposes of this dissolution action, Amber and Johnny agree that their date of separation is May 21, 2016.

DECLARATIONS OF DISCLOSURE

2. Amber and Johnny have not yet served Preliminary or Final Declarations of Disclosure. This DPM is conditioned on the exchange of both parties' Preliminary and Final Declarations of Disclosure on or before September 15, 2016. This DPM establishes the minimum equalization payment that is to be paid to Amber by Johnny, subject to Amber's review on before September 15, 2016 of Johnny's complete Preliminary and Final Declaration of Disclosure, and the parties' agreement as to the actual characterization and value of community assets and debts on or before September 15, 2016.

SPOUSAL SUPPORT

3. The parties agree that no spousal support shall be paid in this matter. Each party shall waive his or her right to receive spousal support from the other now and forever. Each party has been represented by counsel and each understands that the Court's jurisdiction to award spousal support to either party shall terminate forever upon the execution of this DPM. Amber and Johnny each acknowledge and agree that this waiver may result in hardship to either one of them at some point in the future, and that each has considered this in electing to fix for all time his and/or her rights with respect to spousal support.

SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT
TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO
CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.

Page 1

dpmdepp-072616(v17).wpd

PLT /Def/ 1458

Date: 04/11/2022

Judge: PSA

Case: CL-2019-0002911

CONFIDENTIAL

ALH_00018615

DIVISION OF ASSETS AND DEBTS

4. Johnny shall be awarded, as his separate property, any and all assets in his name (or in the name of any entity under his control) including, but not limited to, intellectual property, back-end compensation on all projects for which he performed services at any time, royalties, residuals, corporations, trusts, life insurance, bank accounts, brokerage accounts, retirement accounts, real property (wherever situated), art, personal property, earnings (prior to the marriage, during the marriage, and after the date of separation), furniture and furnishings, etc. The Court shall retain jurisdiction to effectuate the terms of this provision.

5. Amber shall be awarded, as her separate property, any and all assets in her name (or in the name of any entity under her control) including, but not limited to, intellectual property, back-end compensation on all projects for which she performed services at any time, royalties, residuals, corporations, trusts, life insurance, bank accounts, brokerage accounts, retirement accounts, real property (wherever situated), art, personal property, earnings (prior to the marriage, during the marriage, and after the date of separation), furniture and furnishings, etc. The Court shall retain jurisdiction to effectuate the terms of this provision.

6. Amber and Johnny each shall execute any and all documents necessary to effectuate the division of assets and debts as set forth herein. The Court shall retain jurisdiction to effectuate the terms of this provision.

7. Johnny represents that there is no less than \$10 million in income tax debt which accrued during the parties' marriage. This representation is not confirmed or denied by Amber. Johnny shall assume all income tax and other debt incurred from the date of marriage through the date of separation. To the extent that Amber incurred any debt in her name only, she shall be solely responsible for said debt including any income tax debt incurred by her as a consequence of her work efforts during the marriage.

TAX LIABILITY

8. Amber and Johnny represent that each has filed or intended to file separate federal and state income tax returns throughout their marriage. Amber and Johnny agree that each shall file separate federal and state income tax returns for 2015 and all years thereafter. Each party shall be solely liable for all taxes arising from his or her respective income tax returns including, but not limited to, any taxes, assessments, interest, and penalties due.

9. Each party shall indemnify, defend and hold the other party free and harmless from any and all tax liabilities, penalties and interest attributable to each of the party's respective incomes (defined as community property income earned by each party based on their work efforts during the marriage and their separate property income) for the years prior to the marriage, the year 2015, and all years thereafter. Each party shall indemnify, defend and hold the other party free and harmless from and against all liability arising from the filing of separate state and federal income tax returns.

SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT
TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO
CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.

Page 2

dpmdepp-072616(v17).wpd

CONFIDENTIAL

ALH_00018616

OTHER PROCEEDINGS

10. Concurrently with the parties' execution of this DPM, Amber and her counsel shall execute the Stipulation and Order re Dismissal of Petitioner's Request for Domestic Violence Restraining Orders and take any and all additional actions necessary to dismiss, with prejudice, Amber's request for a Domestic Violence Restraining Order, in the Marriage of Depp, L.A.S.C. Case No. BD641052, initially set for hearing on June 17, 2016 and which has been continued to August 17, 2016. Pursuant to this DPM, neither party is the prevailing party for purposes of Code of Civil Procedure Section 1032, Family Code Section 6344, or any other statute.

11. Upon the parties' execution of this DPM, Amber shall immediately dismiss, without prejudice, the action she initiated against Doug Stanhope in Arizona: Amber Heard v. Doug Stanhope, Case No. CV201600280. Amber shall not initiate any other proceeding in any jurisdiction against Doug Stanhope relating to any conduct by him prior to the execution of this DPM. Johnny shall make his best efforts to contact Doug Stanhope within 24 hours of the execution of this DPM by Amber and her counsel, and request that Doug Stanhope make a positive public statement about Amber and this matter once she dismisses the action she initiated against Doug Stanhope. Notwithstanding the foregoing, nothing in this paragraph precludes Amber from filing a claim against Doug Stanhope in the future in the event that Doug Stanhope engages in actionable conduct after the execution of this DPM and based on such actionable conduct refiling Case No. CV201600280.

12. Except for enforcement of this DPM (or any subsequent action for enforcement of the Judgment and/or Further Judgment in this matter), neither Amber nor Johnny shall pursue any civil action (including, but not limited to, actions for assault or battery, negligent or intentional infliction of emotional distress, libel, slander, or defamation, and/or any "Marvin" claims arising before the parties' marriage) against the other for any reason in any jurisdiction for anything that occurred for the time period through and including the execution of this DPM.

13. Amber, by this recital, confirms that she has not filed a police report claiming there was any criminal wrongdoing by Johnny. Nothing in this DPM, however, shall limit in any way Amber's full compliance with any valid legal process or cooperation with any law enforcement investigation. If Amber is served with any valid legal process relating in any way to Johnny and/or this matter, Amber shall notify Johnny in writing within 48 hours of receipt of that legal process, so that Johnny may make any and all appropriate and legal objections to such process as he deems necessary.

PROPERTY CONTROL

14. 849 S. Broadway Residence:

- a) On or before September 1, 2016, Amber shall vacate and/or cause third parties to vacate penthouse units 1, 4, and 5. Any and all of Amber's and/or third parties' personal property shall be removed therefrom by that date. Johnny or his

SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.

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. Amber shall leave penthouse units 1, 4 and 5 in good condition. Except as otherwise set forth herein, all household items therein (not including clothing and other personal effects) shall remain in the units when the units are vacated.

- b) On or before December 31, 2016, Amber shall vacate and/or cause any third parties to vacate penthouse unit 3. Commencing September 1, 2016, Amber shall make penthouse unit 3 available to be shown to prospective buyers of the property upon 48 hours written notice. Amber shall ensure that penthouse unit 3 is clean and in good condition for any and all properly noticed showings. A representative of Amber shall be present to ensure that no pictures or personal belongings are taken during showings.
- c) Johnny and Amber shall meet and confer to divide the furniture and furnishings contained in units 3 and 5. Furniture and furnishings shall specifically exclude any and all items in unit 2, any and all artwork which shall be awarded to Johnny as his separate property. Amber may retain any and all of her personal possessions, clothing, jewelry, books, etc. Johnny's representatives shall retrieve any and all of his personal possessions, clothing, instruments, books, jewelry and artwork from units 1, 2, and 4, on or before August 15, 2016. After the parties have met and conferred, and agreed upon the division of the furniture and furnishings in units 3 and 5, Johnny's representatives shall retrieve items awarded to Johnny from said units.
- d) Amber or her designated agent shall be permitted to go to the Sweetzer properties and the storage facility to retrieve mutually agreed upon items which will be awarded to her on or before October 1, 2016.

15. Amber shall retain the black Range Rover vehicle currently in her possession. Johnny shall forthwith satisfy any and all encumbrances on said vehicle and transfer title to Amber. Commencing August 15, 2016, Amber shall maintain any and all other expenses for the vehicle including, but not limited to, gas, insurance, and maintenance/repairs, and shall hold Johnny harmless from any liability associated with the vehicle.

16. Amber is awarded the dogs known as Pistol and Boo.

EQUALIZATION PAYMENT

17. In addition to and in consideration for all of the above, Johnny shall pay to Amber the sum of \$7,000,000, as follows:

- a) \$200,000 on or before August 31, 2016.

SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.

Provided the Judgment and Further Judgment have been executed by the Amber and her counsel, Johnny shall make the following additional payments to Amber on or before the dates listed below. If the Judgment and Further Judgment have not been executed by Amber and her counsel at the time of any payment date listed below, the payment shall be delayed until the execution of the Judgment and Further Judgment:

- b) \$1,000,000 on or before November 1, 2016;
- c) \$1,000,000 on or before February 1, 2017;
- d) \$1,000,000 on or before May 1, 2017;
- e) \$1,000,000 on or before August 1, 2017
- f) \$500,000 on or before November 1, 2017; and
- g) \$2,300,000 on or before February 1, 2018.

18. The payments set forth in paragraph 17 above shall accelerate upon the sale of the real property located in France. Within ten (10) business days of the close of escrow on the real property in France, Johnny shall pay Amber 25% of the net proceeds from the sale up to the full amount of the equalization payment then due and owing to Amber pursuant to paragraph 17 above. This payment shall be made directly through escrow. Under no circumstances shall Amber be entitled to more than the \$7,000,000 equalization payment set forth in paragraph 17 above. Further, under no circumstances shall Johnny's obligation to pay the full amount of the equalization payment of \$7,000,000 to Amber as set forth in paragraph 17 hereinabove be extinguished or discharged by any type of bankruptcy proceedings, bankruptcy procedure, the filing of a petition (voluntary or involuntary) declaring Johnny personally or any of his related corporations bankrupt and thereafter unable to meet Johnny's payment obligations due to Amber pursuant to this Deal Point Memorandum. The equalization payments set forth in paragraph 17 above shall be secured by Johnny's back-end compensation from Pirates of the Caribbean 5 and the Sweetzer properties (which consists of approximately 4 or 5 parcels including, but not limited to, 1480 and 1486 Sweetzer).

19. These payments shall be considered non-taxable transfers between spouses incident to divorce pursuant to Internal Revenue Code Section 1041.

CONFIDENTIALITY

20. Except for documents previously filed with the Court, neither Amber nor Johnny shall discuss, publish or post or cause to be discussed, published or posted, directly or indirectly, any information pertaining to the parties' premarital relationship, marriage or this dissolution action on the internet (including, but not limited to, social media applications, websites, blogs, news periodicals, etc.) or in the media in any manner. Amber and Johnny shall also instruct their

**SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT
TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO
CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.**

respective agents, friends, family members, and representatives not to communicate and/or act in any way contrary to this provision.

21. The confidentiality provisions set forth herein shall be fully enforceable by each party. The parties each expressly acknowledge and agree that the confidentiality provisions in this DPM are of a special, unique, unusual, and extraordinary character and that a breach of any confidentiality provision of this DPM shall necessarily result in irreparable injury to the other party for which no adequate remedy is available at law and which is not fully compensable in money damages alone. The parties further acknowledge and agree that in the event of any such breach or threat thereof, the non-breaching party may be entitled to injunctive and any other equitable relief as may be necessary to prevent, remedy, and/or mitigate the adverse effects of such actual or threatened breach, in addition to any legal remedies, such as disgorgement of profits received or damages to which said party may be entitled. The parties acknowledge and agree that the non-breaching party also shall be entitled to seek recovery of any and all reasonable attorneys' fees and costs incurred to pursue such remedies.

22. The parties shall make every effort to maintain the confidentiality of this DPM and the Further Judgment. Counsel for Johnny shall draft the "short form" Judgment and "long form" Further Judgment, and provide same to counsel for Amber for review and comment by no later than September 15, 2016. The parties agree that they shall file the "short form" Judgment with the Court and that it shall not contain any substantive provisions of their agreement. In order to preserve the confidentiality of the terms contained in this DPM, the parties further agree that they shall file a "long form" Further Judgment containing all substantive provisions of their agreement. This "long form" Further Judgment shall not be filed with the Court unless necessary for enforcement purposes or in the event that the "short form" Judgment is not acceptable to the Court. The parties acknowledge that the Court may require them to file the "long form" Further Judgment that will become part of the public record.

23. Each of the parties hereto acknowledges, agrees, warrants, represents and covenants that, except as may be required by law, each said party shall refrain from making or causing to be made, and agrees not to make or cause to be made, any derogatory, disparaging, critical or accusatory statements, either directly or indirectly, express or implied, oral or written, concerning the other party, whether said statements are believed to be true or not.

24. Additional confidentiality provisions shall be included in the Further Judgment.

ATTORNEYS' FEES AND COSTS

25. Johnny shall contribute \$500,000 toward Amber's attorneys' fees and costs payable to Samantha F. Spector, Esq., as follows:

- a) \$100,000 on or before August 31, 2016.

**SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT
TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO
CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.**

Provided the Judgment and Further Judgment have been executed by the Amber and her counsel, Johnny shall make the following additional payments to Amber's counsel Samantha F. Spector, Esq. on or before the dates listed below. If the Judgment and Further Judgment have not been executed by Amber and her counsel at the time of any payment date listed below, the payment shall be delayed until the execution of the Judgment and Further Judgment:

- b) \$150,000 on or before December 1, 2016; and
- c) \$250,000 on or before February 1, 2017.

26. Except as otherwise set forth in paragraph 25 above, Amber and Johnny shall each pay for his or her respective attorneys' and accountants' fees and costs incurred in this action through the entry of Judgment. The Court shall retain jurisdiction over all fees and costs incurred after the execution of the Judgment and Further Judgment.

JOINT STATEMENT

27. Neither party shall make any public statements, including statements to the press, prior to the release of the following joint statement to be issued and disseminated with a header that reads: "Johnny Depp and Amber Heard have agreed to resolve their divorce proceeding privately. They are issuing this joint statement:"

Our relationship was intensely passionate and at times volatile, but always bound by love. Neither party has made false accusations for financial gain. There was never any intent of physical or emotional harm. Amber wishes the best for Johnny in the future. Amber will be donating financial proceeds from the divorce to a charity. There will be no further public statements about this matter.

RELEASES

28. Amber acknowledges (1) that Johnny has obtained no advantage over her as a result of this DPM, (2) that there is sufficient consideration for her entry into this DPM, and (3) that she was not under any undue influence in entering into this DPM.

29. Johnny acknowledges that (1) Amber has obtained no advantage over him as a result of this DPM, (2) that there is sufficient consideration for his entry into this DPM, and (3) that he was not under any undue influence in entering into this DPM.

30. Amber further acknowledges (1) that all negotiations leading to this DPM were carried on at arm's length, (2) that the confidential relationship arising out of the marriage of the parties did not exist during such negotiations, and (3) that she recognized that her interests and Johnny's interests were adverse during such negotiations.

SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT
TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO
CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.

31. Johnny further acknowledges (1) that all negotiations leading to this DPM were carried on at arm's length, (2) that the confidential relationship arising out of the marriage of the parties did not exist during such negotiations, and (3) that he recognized that his interests and Amber's interests were adverse during such negotiations.

32. Concerning the nature, extent and value of the community property (assets and liabilities), and the parties' interest therein, the parties state that each has his or her own knowledge and opinion concerning said matters, and each has relied upon his or her own knowledge and evaluations of such items, and that each has sought and obtained separate counseling from other persons that each select concerning said matters. Except as otherwise expressly provided herein, no representation by either party hereto has been relied on by the other concerning the nature, extent and value of the property rights, whether community, quasi-community or otherwise.

33. In negotiating the economic terms of this DPM, each party hereto has been informed of the laws of the State of California, which provide the opportunity to obtain from the other party, and from third parties, all facts pertaining to financial aspects of the parties, including all of the financial circumstances of the other party, and the income which each is likely to derive from the property acquired by each hereunder, through discovery procedures and otherwise, both on a voluntary basis and through formal discovery procedures. Each of the parties warrants and represents that he/she desires a settlement of all of the matters set forth in this DPM and that each party has chosen not to exercise the discovery rights available to him or her including, without limitation, serving or receiving responses to form and special interrogatories, inspection demands, requests for admissions, issuing subpoenas, taking depositions of one another and/or third parties, and/or obtaining expert appraisals of real, personal and/or business properties and assets. Furthermore, each party acknowledges that he/she has been informed of the obligations imposed upon each to disclose the assets of the parties. Each party knowingly and expressly waives his or her rights to engage in additional discovery, both formal and informal, and to investigate fully the economic terms of this DPM with full knowledge of his or her rights in light of the foregoing waiver.

34. The parties also acknowledge that by entering into a negotiated settlement of all issues between them, each has knowingly waived his or her right to a full evidentiary hearing on the merits with respect to those issues. Each party acknowledges that he or she has been advised by his or her respective counsel that the economic benefits conferred on each by this DPM may be better or worse than the economic benefits that would be conferred after such a full evidentiary hearing. Nevertheless, both parties have considered the risk of litigation and the costs thereof, and decided that it is preferable to settle all issues rather than be subjected to the uncertainties associated with the litigation process.

35. It is the mutual wish and desire of both Amber and Johnny to immediately effect a full, complete and final settlement of all their respective property interests, future and present, and, except as otherwise set forth herein, to irrevocably adjust and determine forever all legal obligations of any nature which may exist with respect to one another and by reason of their marriage, and to fully and completely resolve any and all issues relating to division of property,

**SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT
TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO
CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.**

Page 8

dpmdepp-072616(v17).wpd

CONFIDENTIAL

ALH_00018622

spousal support, and attorneys' fees and costs. Accordingly, the parties, for themselves, and, to the extent applicable, their heirs, attorneys, officers, directors, employees, partners, representatives, agents, insurers, executors, assigns, related or affiliated business entities, and any person or persons acting on his or her behalf, and each of them, hereby unconditionally release and forever discharge each other and their respective heirs, attorneys, officers, directors, employees, partners, representatives, agents, insurers, executors, assigns, and related or affiliated business entities, from any and all claims, demands, actions or causes of action whatsoever that arise out of or in any way relate to any acts or omissions prior to the execution of this DPM, including, without limitation, to all issues and claims associated with the parties' Dissolution of Marriage Action, L.A.S.C. Case No. BD641052, (including any and all allegations of domestic violence), the lawsuit entitled Amber Heard v. Doug Stanhope, Case No. CV201600280 filed in Arizona state court, any claims for assault, battery, intentional or negligent infliction of emotional distress, libel, slander, defamation, and/or any "Marvin" claims arising before the parties' marriage. Each of the parties agrees and understands that there is a risk that subsequent to the execution of this DPM either of them may incur or suffer loss, damage or injuries which are in some way caused by, or related to, the matters referred to above, which are unknown or unanticipated at the time this DPM is executed. Each party assumes said risk and agrees to hold the other party harmless therefrom.

36. The party receiving specific property under this DPM shall be entitled to, and the other party shall transfer and assign to him or her, all right, title and interest in the property, and also shall be entitled to existing insurance on that property, and the benefit, if any, of premiums previously paid on that insurance and shall be solely responsible for the payment of all premiums due thereafter under the insurance policy terms, if the party decides, in his or her sole discretion, to maintain said policy in force.

37. Except as otherwise provided for herein, all property, whether real, personal, or mixed, which each party severally now holds, or may acquire by virtue of or pursuant to this DPM, together with any incremental increase in value thereon, and all property which either of the parties hereto may hereafter acquire, shall be and remain the separate property of that party, and the estate of the party so holding, acquiring or to acquire the same, free from any claim or claims of the other party.

38. With respect to the assets awarded to the parties in this DPM, the assets awarded to a party shall include the income derived from said assets after division thereof pursuant to this DPM, including, but not limited to, interest income, dividend income, capital gains, etc. on his or her tax return.

39. Except as provided in this DPM, Amber warrants to Johnny that Amber has not incurred, nor will Amber incur, any liability or obligation for which Johnny is or may be liable. If any claim, action or proceedings arising out of the representation set forth in this paragraph shall hereafter be brought seeking to hold Johnny liable on account of any liability or obligation for which Amber is or may be liable, Amber shall, at Amber's sole expense, defend Johnny against all such claims or demands and Amber shall hold Johnny free and harmless therefrom. Johnny

**SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT
TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO
CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.**

Page 9

dpmdcpp-072616(v17).wpd

CONFIDENTIAL

ALH_00018623

shall be entitled to recover from Amber in such action, by cross-complaint, the amount of any judgment rendered against him and he shall be entitled to recover for all costs and attorneys' fees incurred by him. For the avoidance of doubt, if Johnny is served with legal process, Johnny may appear through counsel, defend the action, and also cross-complain against Amber.

40. Except as provided in this DPM, Johnny warrants to Amber that Johnny has not incurred, nor will Johnny incur, any liability or obligation for which Amber is or may be liable. If any claim, action or proceedings arising out of the representation set forth in this paragraph shall hereafter be brought seeking to hold Amber liable on account of any liability or obligation for which Amber is or may be liable, Johnny shall, at Johnny's sole expense, defend Amber against all such claims or demands and Johnny shall hold Amber free and harmless therefrom. Amber shall be entitled to recover from Johnny in such action, by cross-complaint, the amount of any judgment rendered against her and she shall be entitled to recover for all costs and attorneys' fees incurred by her. For the avoidance of doubt, if Amber is served with legal process, Amber may appear through counsel, defend the action, and also cross-complain against Johnny.

41. Except as otherwise specifically provided in this DPM, each party shall be solely liable for and shall indemnify and hold the other party free and harmless from and against all liabilities, claims, debts, real property taxes, attorneys' fees, penalties and liens concerning assets being awarded and/or confirmed to that party as his or her sole and separate property.

42. Amber and Johnny each acknowledge that he or she has been advised as follows: Although an obligation based upon a contract is assigned to one party as part of the division of the community pursuant to Family Code § 2500 et seq., in the event that the party to whom the obligation was assigned defaults on the contract, the creditor may have a cause of action against the other party.

43. Amber and Johnny, accordingly, recognize that this DPM between them is not binding upon third parties. In the event any third party seeks to hold one party liable for the debts or obligations that the other has assumed by this DPM, then the party to whom the debt was assigned agrees to defend and/or compromise and settle any lawsuits, claims, demands or actions brought at his or her own expense and, further, to pay, indemnify and hold the other party harmless from any and all such claims, demands, liabilities, obligations or other debts that the other party may be caused to incur to defend himself or herself, including, but not limited to, payments for reasonable attorneys' fees and costs incurred by such other party.

44. Each party shall promptly, upon request of the other party or counsel for the other party, execute, acknowledge and deliver any and all deeds, bills of sale, assignments, instruments, and documents necessary or desirable to transfer title and to carry out the terms and provisions of this DPM. Should a party required to execute and deliver such documents fail to do so within forty-eight (48) hours after demand has been made therefor, by the party entitled thereto, then, and in that event, the other party may make an ex parte application to the Court, preceded by a minimum of twenty-four (24) hours' notice of such application to the other party, in order to carry out such orders as may be necessary to obtain the execution of said documents and to

SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT
TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO
CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.

obtain delivery of same to the party entitled thereto; and, the Clerk of the Court, an Assistant Clerk or a Deputy Clerk of the Los Angeles Superior Court may sign in place of the other party pursuant to the request of the party making the application.

45. The parties understand that additional "boilerplate" provisions will be added to the Further Judgment, including, but not limited to, waiver of all discovery, general release except as to omitted assets, confirmation of post-separation earnings, assumption of post separation obligations paragraph regarding after-discovered assets per statute, a waiver of interest in property acquired after separation and in future earnings and acquisitions, a reciprocal waiver of inheritance, no change in tax basis, cooperation regarding income tax notices, advice of counsel and accountant received, voluntary agreement not under duress, the document cannot be modified except by another signed writing, each party must cooperate to sign and execute and provide all documents upon 48 hours ex parte notice and the clerk of the Court may sign upon failure to do so, etc.

46. This DPM may be enforced as is and entered as a Judgment pursuant to Code of Civil Procedure Section 664.6, without any additional "boilerplate" language as contemplated in paragraph 45 herein.

47. Waiver of Civil Code Section 1542: Johnny and Amber represent and warrant that, with respect to this DPM, s/he has been advised by his/her legal counsel and is familiar with the provisions, rights, and consequences of California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Johnny and Amber hereby expressly waive and relinquish, to the fullest extent permitted by law, the provisions of this § 1542 of the Civil Code, and any and all other similar provisions of law. Johnny and Amber further acknowledge that s/he is aware that s/he may hereafter discover facts in addition to or different from those which s/he now knows or believes to be true with respect to the subject matter of this DPM, and that s/he intends to and do hereby fully, finally, and forever settles, releases, and discharges any claims against the other party, without regard to the subsequent discovery or existence of different or additional facts.

48. Amber represents and warrants that she has not heretofore assigned or purported to assign any portion of her respective claims against Johnny, which are to be released or discharged herein. Johnny represents and warrants that he has not heretofore assigned or purported to assign any portion of his respective claims against Amber, which are to be released or discharged herein.

SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.

Page 11

dpmdepp-072616(v17).wpd

CONFIDENTIAL

ALH_00018625

49. Each party is executing this DPM freely and voluntarily and has had sufficient time to consider all terms and conditions and to confer with his or her own, independent attorney throughout the negotiation process.
50. Each party represents and warrants that at the time of signing this DPM, he or she is not suffering from any mental or emotional condition which is severe enough to interfere with his or her ability to read, understand, and freely agree to the terms of this DPM.
51. Each party represents and warrants that at the time of signing this DPM, he or she is not under the influence of any medication or substance which would interfere with his or her ability to read, understand, and freely agree to the terms of this DPM.
52. The parties may not alter, amend or modify this DPM except by an instrument in writing executed by both parties.
53. This DPM contains all representations of every kind and nature made by either party to the other.
54. Waiver of any breach of this DPM shall not be deemed a waiver of any subsequent breach of the same, or any other provision of this DPM.
55. This DPM is entered into in the State of California and shall be construed and interpreted under and by virtue of the laws of the State of California.
56. Subsequent changes in California law and federal law through legislation or judicial interpretation that create or find additional or different rights and obligations of the parties shall not affect this DPM.
57. At numerous places throughout this DPM there are references to "the Court" or the Court retaining jurisdiction with regard to a particular matter. Whenever such reference is made herein to "the Court" such reference shall mean a retired judicial officer appointed by stipulation of the parties as judge pro tem for all purposes. Within ten (10) business days of execution of this DPM, the parties shall meet and confer to enter a stipulation appointing a mutually agreeable judge pro tem.

[INTENTIONALLY LEFT BLANK]

**SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT
TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO
CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.**

Page 12

dpmdepp-072616(v17).wpd

CONFIDENTIAL

ALH_00018626

58. Except as specifically set forth herein, the Court retains jurisdiction over the parties to settle any disputes arising from or to interpret the provisions of this DPM, and to make any and all further orders necessary to enforce the provisions of this DPM. The parties shall submit any and all disputes in incorporating this DPM into a Judgement to the Court.

59. If any portion of this DPM shall be void, voidable, or unenforceable, the balance of this DPM shall be deemed severed therefrom and enforceable.

60. This DPM, except as otherwise expressly provided for herein, shall be binding on, and shall inure to the benefit of, the respective legatees, devisees, heirs, executors, administrators, assigns, successors in interest of the parties hereto, or any person or entity whose claim may be derivative.

61. In the event there arises a dispute as to this DPM, either party may make application to the Court for resolution pursuant to this paragraph by setting a Request for Order on proper notice. If either party hereafter initiates further legal proceedings, pursuant to this paragraph, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs as shall be awarded by the Court.

BY EXECUTING THIS DEAL POINT MEMORANDUM EACH OF US UNDERSTANDS THAT WE ARE ENTERING INTO A BINDING AGREEMENT THAT IS ENFORCEABLE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE § 664.6.

THE FOREGOING IS AGREED TO BY:

Dated: August __, 2016

Dated: August __, 2016

SIGNATURE FOLLOWS

SIGNATURE FOLLOWS

AMBER LAURA DEPP

JOHN CHRISTOPHER DEPP II

APPROVED AS TO CONFORMING TO THE AGREEMENT OF THE PARTIES:

Dated: August 16, 2016

Dated: August 15, 2016

SPECTOR LAW, APLC

WASSER, COOPERMAN & MANDLES, P.C.

By:

SAMANTHA F. SPECTOR
Attorney for Petitioner
AMBER LAURA DEPP

By:

LAURA A. WASSER
SAMANTHA KLEIN
Attorney for Respondent
JOHN CHRISTOPHER DEPP II

SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.

58. Except as specifically set forth herein, the Court retains jurisdiction over the parties to settle any disputes arising from or to interpret the provisions of this DPM, and to make any and all further orders necessary to enforce the provisions of this DPM. The parties shall submit any and all disputes in incorporating this DPM into a Judgement to the Court.

59. If any portion of this DPM shall be void, voidable, or unenforceable, the balance of this DPM shall be deemed severed therefrom and enforceable.

60. This DPM, except as otherwise expressly provided for herein, shall be binding on, and shall inure to the benefit of, the respective legatees, devisees, heirs, executors, administrators, assigns, successors in interest of the parties hereto, or any person or entity whose claim may be derivative.

61. In the event there arises a dispute as to this DPM, either party may make application to the Court for resolution pursuant to this paragraph by setting a Request for Order on proper notice. If either party hereafter initiates further legal proceedings, pursuant to this paragraph, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs as shall be awarded by the Court.

BY EXECUTING THIS DEAL POINT MEMORANDUM EACH OF US UNDERSTANDS THAT WE ARE ENTERING INTO A BINDING AGREEMENT THAT IS ENFORCEABLE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE § 664.6.

THE FOREGOING IS AGREED TO BY:

Dated: August 15, 2016



~~AMBER LAURA DEPP~~

Dated: August 15, 2016



JOHN CHRISTOPHER DEPP II

APPROVED AS TO CONFORMING TO THE AGREEMENT OF THE PARTIES:

Dated: August __, 2016

SPECTOR LAW, APLC

Dated: August __, 2016

WASSER, COOPERMAN & MANDLES, P.C.

By:

SAMANTHA F. SPECTOR
Attorney for Petitioner
AMBER LAURA DEPP

By:

LAURA A. WASSER
SAMANTHA KLEIN
Attorney for Respondent
JOHN CHRISTOPHER DEPP II

SETTLEMENT COMMUNICATION PRIVILEGED FROM DISCLOSURE PURSUANT TO EVIDENCE CODE SECTION 1152, ET SEQ. ENFORCEABLE PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 664.6 ONCE EXECUTED BY THE PARTIES.