

EXHIBIT 15



WARNER CENTER TOWERS
21700 OXNARD STREET, SUITE 400
WOODLAND HILLS, CALIFORNIA 91367
(818) 716-1120 FAX (818) 716-2870


August 24, 2016

Ms. Tiffanie Al-Nasser
Children's Hospital
Los Angeles Foundation
800 N. Brand Boulevard, 20th Floor
Glendale, California 91203

Dear Ms. Al-Nasser:

Enclosed is a check in the amount of \$100,000, which constitutes a donation to Children's Hospital Los Angeles Foundation in the name of Amber Heard. This donation is being made in accordance with Ms. Heard's pledged gift of \$3,500,000 to Children's Hospital Los Angeles Foundation. This check represents the first of multiple scheduled installments to honor the full amount of Ms. Heard's \$3,500,000 pledged gift.

Very truly yours,


Edward L. White

ELW:nv

ALH_00010366

JOHN C. DEPP II

8024

CHILDREN'S HOSPITAL

8/24/2016

100,000.00

JOHN C. DEPP II

100,000.00

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BACKGROUND AND A WATERMARK - HOLD UP TO THE LIGHT TO VERIFY

JOHN C. DEPP II

C/O EDWARD WHITE & CO., LLP

21700 OXNARD STREET, SUITE 400

WOODLAND HILLS, CALIFORNIA 91367

(818) 716-1120

CITY NATIONAL BANK
400 N. ROXBURY DRIVE
BEVERLY HILLS, CALIFORNIA 90210
16-1606-1220

8024

Printed-WinUser-JR 08/24/16 02:31 pm

DATE	8/24/2016
AMOUNT	**100,000.00

PAY **100,000.00**
ONLY One Zero Zero Zero Zero Zero CENTS

PAY One Hundred Thousand and 00/100*****Dollars

TO THE ORDER OF CHILDREN'S HOSPITAL
LOS ANGELES FOUNDATION
800 NORTH BRAND BOULEVARD 20th FLOOR
GLENDALE, CALIFORNIA 91203

DONATION BEING MADE IN THE NAME OF AMBER HEARD

Edward White

MICROPRINT BORDER & FLUORESCENT FIBERS

ALH_00010367



We Treat Kids Better

July 18, 2017

Ms. Amber Heard
c/o John Blakeman, CPA
2029 Century Park East
Suite 1500
Los Angeles, CA 90067

Dear Ms. Heard,

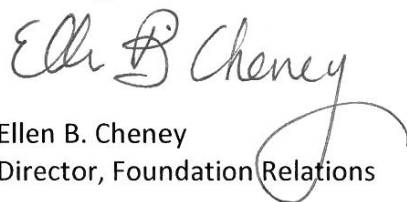
Children's Hospital Los Angeles (CHLA) would like to extend our heartfelt appreciation to you for recommending that a \$500,000 donation be made to the hospital by an anonymous donor. This extraordinary new donation will support our Children's Fund, a vital unrestricted program that allows CHLA leadership to direct funds to areas of greatest need—all in the furtherance of our mission to create hope and build healthier futures.

CHLA is proud of its ability to attend to the complex medical needs of the many underserved children who turn to us for care, and is only able to do this with the assistance of remarkable friends like you.

Should you find the time, we would welcome the opportunity to offer you a tour of the campus so that you can see—firsthand—the difference our programs and services make in the lives of children and their families every day.

On behalf of every child seeking health and hope at CHLA, thank you!

Sincerely,



Ellen B. Cheney
Director, Foundation Relations

cc: S. Tudor

Pierce O'Donnell
D: 310.201.7558
F: 310.201.1792
PODonnell@GreenbergGlusker.com
File Number: 35323-00002



September 9, 2016

Via Email

Laura A. Wasser, Esq.
WASSER, COOPERMAN & MANDLES
2049 Century Park East, Suite 800
Los Angeles, California 90067
Email: laura.wasser@wcmfamilylaw.com

Re: **Amber Heard / Johnny Depp**

Dear Laura:

Amber has not received the sum of \$200,000 due September 1 pursuant to the Deal Point Memo ("DPM") executed August 15, 2016 between the parties. This letter constitutes a demand that Johnny make an immediate payment of the \$200,000 in order to cure his material breach of Paragraph 17 (a) of the DPM.

Your side has informed us that Johnny is claiming that he donated the first \$200,000 installment of the \$7 million that he agreed to pay Amber under the DPM directly to the two charities that Amber selected to donate her settlement proceeds. Frankly, I was baffled when this was first announced in the media in light to your previous statement to me that I should not worry whether the parties had a binding deal and Johnny would make the payments. Nonetheless, Johnny's failure to pay Amber as unambiguously required by their settlement agreement constitutes a repudiation and material breach of the DPM by him.

Under the DPM, the payments to Amber are equalization payments which Johnny cannot take as tax deductions. Paragraph 19 of the DPM expressly states: "These [equalization payments] shall be considered non-taxable transfers between spouses incident to divorce pursuant to Internal Revenue Code Section 1041." By misappropriating Amber's money to pay his donations to these charities, Johnny is trying to illegally secure tax deductions and thereby reduce his out-of-pocket costs to \$3,500,000. If Johnny really wants to be philanthropic, Amber will agree to amend the DPM to provide that Johnny pay the full amount that he was supposed to pay Amber by donating \$14 million to the two charities, which after accounting for his tax deductions, is equal to his \$7 million non-deductible payment obligation to Amber.

Laura A. Wasser, Esq.
September 9, 2016
Page 2

Put another way, if Johnny wants to make a \$7 million donation to these charities, he can. That does not excuse, however, his obligation to pay Amber the \$7 million that she is donating. Amber, and not Johnny, should (and will) enjoy the benefits of her generosity. If Johnny is truly interested in such a gesture, he should pay Amber as required by the DPM, she will donate her \$7 million, and he can then donate his own \$7 million. Either way, the two charities will get \$14 million. But no matter what, Johnny must pay Amber the \$7 million that he owes her pursuant to the DPM.

We suspect that Johnny has not performed because he claims (falsely) that Amber breached the DPM. This is simply not true. The evidence will show that in fact Johnny's side has leaked confidential settlement information to the media. And even if Amber did breach the DPM (which she has not), her alleged breaches do not permit Johnny to repudiate or avoid the agreement.

California law abhors self-help. Johnny has no more right to divert Amber's settlement money to her charities than Amber has the right to give his artwork to Goodwill instead of him. If Johnny believes that Amber is in breach, he can file a lawsuit for damages. One thing he cannot do, however, is fail to pay her the money that he legally owes her.

There can be no question that the fully executed DPM is a binding and enforceable contract. Johnny and his counsel have acted as if there were in fact an agreement. Johnny's counsel filed a stipulation of dismissal of the domestic violence case pursuant to the DPM, eventually delivered to me the signature pages, have insisted that arrangements be made for him to retrieve his artwork, demanded that the lawsuit in Arizona be dismissed, and reassured me that Johnny would make the settlement payments to Amber. Johnny himself timely wired to Samantha Spector's Client Trust Account the first \$100,000 installment for attorneys' fees per Paragraph 25 (a) of the DPM. Johnny simply cannot pick and choose the provisions of the DPM that he will respect. His conduct has repeatedly ratified that the DPM is a binding and enforceable agreement.

Unless Johnny cures his material breach pays by wiring \$200,000 to Samantha Spector's Client Trust Account before the close of business on September 13, 2016, Amber will have no choice but to take such action as she deems necessary to enforce her legal rights and remedies under the DPM.

While no notice of default is required by the DPM, this notice is given in an effort to avoid further proceedings. No further notice will be given before enforcement proceedings are commenced if the DPM is not performed in accordance with its terms. All of Amber's rights, remedies and defenses, at law or in equity, are hereby expressly reserved.

Laura A. Wasser, Esq.
September 9, 2016
Page 3

Sincerely,



Pierce O'Donnell

POD:nll

Exhibit A

CHLA000001
ALH_00010375



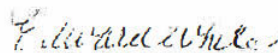
August 24, 2016

Ms. Tiffanie Al-Nasser
Children's Hospital
[REDACTED]
[REDACTED]
[REDACTED]

Dear Ms. Al-Nasser:

Enclosed is a check in the amount of \$100,000, which constitutes a donation to Children's Hospital Los Angeles Foundation in the name of Amber Heard. This donation is being made in accordance with Ms. Heard's pledged gift of \$3,500,000 to Children's Hospital Los Angeles Foundation. This check represents the first of multiple scheduled installments to honor the full amount of Ms. Heard's \$3,500,000 pledged gift.

Very truly yours,


Edward L. White

ELW:nv

CHLA000002
ALH_00010376

JOHN C. DEPP II

CHILDREN'S HOSPITAL

8/24/2016

100,000.00

JOHN C. DEPP II

100,000.00

THIS CHECK IS VOID WITHOUT A GREEN & BLUE BACKGROUND AND A WATERMARK - HOLD UP TO THE LIGHT TO VERIFY

JOHN C. DEPP II

C/O EDWARD WHITE & CO., LLP

CITY NATIONAL BANK

Product#VeriColor® 8/20/16 03:53 pm

DATE 8/24/2016

AMOUNT **100,000.00

PAY 100,000.00
ONLY CENTS

PAY One Hundred Thousand and 00/100*****Dollars

TO THE CHILDREN'S HOSPITAL
ORDER LOS ANGELES FOUNDATION
OF

DONATION BEING MADE IN THE NAME OF AMBER HEARD

Edward White

MICROPRINT BORDER & FLUORESCENT FIBERS

CHLA000003

ALH_00010377

The Value in Giving®

Ms. Ellen Cheney
Children's Hospital of Los Angeles

Vanguard
Charitable



June 1, 2017

To Ms. Cheney:

I am pleased to attach a grant to Children's Hospital of Los Angeles from Vanguard Charitable, a 501(c)(3) nonprofit organization that administers a donor-advised fund. This grant was issued at the recommendation of one of our donors.

A grant from an anonymous donor

In the amount of \$500,000.00

To be used for: Unrestricted gift

The recommending donor wishes to remain anonymous. Vanguard Charitable is unable to provide your organization with any identifying information.

At the request of the recommending donor, do not publish any identifying or contact information contained in this grant letter in your newsletters, web pages, reports, or other materials.

By accepting this grant, your organization agrees (a) to use the grant exclusively in furtherance of your organization's tax-exempt mission, (b) that the grant will not confer a prohibited benefit to the recommending donor, his or her family members, or certain entities that they own or control, and (c) to abide by the additional certifications, policies, and guidelines contained in the **Important information about grants** section on the following pages. If your organization is uncertain whether you can certify the accuracy of any of these statements, please contact Vanguard Charitable at [REDACTED]

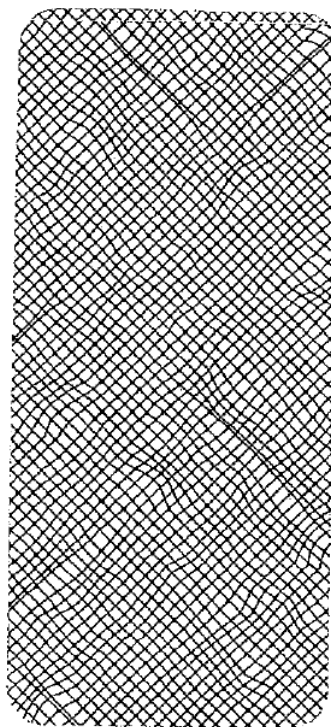
We are pleased to support your organization and its mission on behalf of our donors. More information is available at vanguardcharitable.org/nonprofits.

Best regards,

Jane G. Greenfield
President



05/10/2021



RECEIVED
JUN 05 2011
CHLA FOUNDATION

FIRST-CLASS
MAIL
U.S. POSTAGE
PAID
VANGUARD
CHARITABLE

**CHLA000005
ALH_00010379**

Date of check 06/01/2017

Check
Number

FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS

Pay To The
Order Of

Children's Hospital of Los Angeles



Bank of New York - Mellon
Everett, MA

Check Amount

\$500,000.00

Please cash this check within sixty days

Jan H. Hufsch

Authorized Signature

CHLA000006
ALH_00010380



June 27, 2017

Anonymous Donor
c/o Vanguard Charitable Endowment Program



Dear Anonymous Donor,

It is my great pleasure to thank you for the extraordinary contribution of \$500,000 to support our unrestricted program, the Children's Fund at Children's Hospital Los Angeles (CHLA). We are also pleased to acknowledge that this gift has been made in honor of Ms. Amber Heard.

Philanthropy is vital to CHLA's lifesaving work, and this remarkable donation will go further—and touch more lives—than you may realize. The CHLA Children's Fund gives hospital leadership the ability to direct funds to areas where they are most desperately needed. It provides doctors, researchers and staff with the indispensable resources necessary to perform miracles every day.

On behalf of every child who turns to us for care, thank you for your kindness and your commitment to making a difference in the lives of others.

Sincerely,

Ellen B. Cheney
Director
Foundation Relations



CHLA000007
ALH_00010381



July 18, 2017

Ms. Amber Heard
c/o John Blakeman, CPA



Dear Ms. Heard,

Children's Hospital Los Angeles (CHLA) would like to extend our heartfelt appreciation to you for recommending that a \$500,000 donation be made to the hospital by an anonymous donor. This extraordinary new donation will support our Children's Fund, a vital unrestricted program that allows CHLA leadership to direct funds to areas of greatest need—all in the furtherance of our mission to create hope and build healthier futures.

CHLA is proud of its ability to attend to the complex medical needs of the many underserved children who turn to us for care, and is only able to do this with the assistance of remarkable friends like you.

Should you find the time, we would welcome the opportunity to offer you a tour of the campus so that you can see—firsthand—the difference our programs and services make in the lives of children and their families every day.

On behalf of every child seeking health and hope at CHLA, thank you!

Sincerely,

Ellen B. Cheney
Director, Foundation Relations

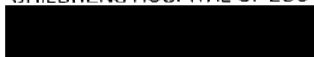
cc: S. Tudor



CHLA000008
ALH_00010382



BFBGGMBBBBNQN
CHILDRENS HOSPITAL OF LOS ANGELES



January 09, 2018

Dear Colleague:

Enclosed is a check in the amount of \$250,000.00. This Fidelity Charitable grant is made possible through the generosity and recommendation of a Fidelity Charitable donor who wishes to remain anonymous.

Designation: Donation from Amber Heard

Grant Terms: No goods, services or more than incidental benefits may be provided in exchange for this grant. This grant may not satisfy a legally enforceable obligation/pledge. This grant may only support purposes deemed by you to be 100% tax deductible.

Please do not issue an acknowledgement or a tax receipt to Fidelity Charitable for this grant.

Fidelity Charitable is a public charity with a donor-advised fund program. Donors make irrevocable and tax-deductible contributions to Fidelity Charitable, which are owned and controlled by Fidelity Charitable in a segregated account known as a "donor-advised fund." Our donors exercise the privilege of, among other things, recommending grants to qualified public charities.

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OP=DCCO

Page 1 of 2

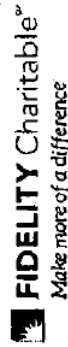
DCC _CEBFBGGMBBBBNQN_BBBB8 20180109 PLEASE FOLD AND DETACH AT PERFORATION BEFORE PRESENTING CHECK FOR PAYMENT

CHLA000009
ALH_00010383

■ VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. ■ CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

PAYABLE AT: THE BANK OF NEW YORK MELLON

January 09, 2018



PAY TO
THE
ORDER
OF

CHILDRENS HOSPITAL OF LOS ANGELES

\$250,000.00

*****Two Hundred Fifty Thousand & 0/100 DOLLARS*****

VOID AFTER 60 DAYS

Exhibit B

CHLA000011
ALH_00010385



June 14, 2019

Edward White & Co. LLP
attn. Edward L. White



Dear Mr. White:

I am following up on a letter and check mailed to Children's Hospital Los Angeles Foundation on August 24, 2016, in the name of Amber Heard. In the correspondence, see enclosed, it states, "the first of multiple scheduled installments to honor the full amount of Ms. Heard's \$3,500,000 pledged gift". Since the first installment, CHLA Foundation has not received further installments.

I am inquiring if you have knowledge if CHLA should except further installment(s) on behalf of Ms. Heard or if the pledge will not be fulfilled. I would appreciate any insights on this matter and can be reached at [REDACTED] or via email [REDACTED]

Sincerely,

A handwritten signature in cursive script that reads "Candie Davidson-Goldbronn".

Candie Davidson-Goldbronn
Associate Senior Vice President
Children's Hospital Los Angeles, Foundation

Enclosure

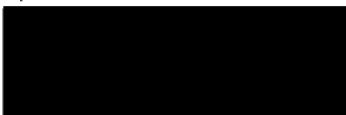


CHLA000012
ALH_00010386



June 26, 2019

Ms. Amber Heard
c/o Jodi Gottlieb



Copy

Dear Ms. Heard:

I am following up on the correspondence that Children's Hospital Los Angeles Foundation received on August 26, 2016 which CHLA was notified by Edward White, Edward White & Company, that a \$3.5 million pledged gift had been made in your honor. In the correspondence, see enclosure, it states, "the first of multiple scheduled installments to honor the full amount of Ms. Heard's \$3,500,000 pledged gift". Since the first installment, CHLA has not received further installments.

I am inquiring if you have knowledge if CHLA should except further installment(s) on your behalf or if the pledge will not be fulfilled. I appreciate any insights on this matter and can be reached at via direct line at [REDACTED] CHLA Foundation at [REDACTED] or via email [REDACTED]

Sincerely,

A handwritten signature in cursive script that reads "Candie Davidson-Goldbronn".

Candie Davidson-Goldbronn
Associate Senior Vice President
Children's Hospital Los Angeles, Foundation

Encl.: documentation



CHLA000013
ALH_00010387

LAW OFFICES

RMB Reback, McAndrews,
Blessey, LLPWWW.RMBLAWYER.COM

November 17, 2020

*Via E-Mail Only*Karen Prommer, RN
Director of Risk Management
Children's Hospital Los Angeles
[REDACTED]Grace Oh
General Counsel
Children's Hospital Los Angeles
[REDACTED]Re: John C. Depp, II v. Amber Laura Heard
Our File No. : 6143-0004

Dear Ms. Oh and Ms. Prommer:

Please be advised that the hearing of defendant Amber Heard's Petition to Quash the Subpoena to Children's Hospital Los Angeles in the above-referenced matter was advanced by the court and was heard on October 29, 2020 in Department "19" of the Stanley Mosk Courthouse. We just received a copy of the Notice of Ruling, a copy of which is enclosed for your file. You will note that the Petition was denied in part and granted in part. Children's Hospital Los Angeles was ordered to produce responsive documents in its possession, custody or control to Requests Nos. 1, 2 and 5 only, and the documents are specifically to exclude financial and accounting records. CHLA did not have in its possession any documents responsive to Requests Nos. 3 and 4, and no accounting records were going to be produced. As such, the documents that will be produced are the same as previously identified. Importantly, the Court did not specify when the documents are to be produced. Furthermore, counsel for Ms. Heard has informed us that they will be filing a Writ challenging the ruling. As such, the timing of the production has not yet been clarified. We will update you as soon as we have more information.

We will continue to keep you informed of all interim developments. Please don't hesitate to contact the undersigned with any questions or to discuss the matter further.

Very truly yours,

HEIDI L. KJAR
RAYMOND L. BLESSEYEnclosure
[REDACTED]**CHLA000014**
ALH_00010388

**PROOF OF SERVICE -- §1013a CODE OF CIVIL PROCEDURE,
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**


I am employed in the County of Los Angeles, State of California; I am over the age of eighteen years and not a party to the within action; my business address is [REDACTED]

On **December 11, 2020**, I served the foregoing document described as CHILDREN'S HOSPITAL LOS ANGELES' RESPONSE TO PETITIONER'S SUBPOENA FOR PRODUCTION OF DOCUMENTS on all interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

- ☐ **By Mail** I placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
- ☐ **By Overnight Delivery** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the office of the addressee(s) listed on the attached Service List. The envelope was deposited in or with a facility regularly maintained by the overnight delivery carrier.
- ☐ **By Fax** I faxed the document to the persons at the fax numbers listed in the attached Service List. The transmission was reported as complete and without error.
- ☒ **BY E-mail** The above-described document(s) were sent by e-mail transmission to the E-mail addresses listed on the attached service list.
- ☒ **State** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **December 11, 2020**, at Manhattan Beach, California.

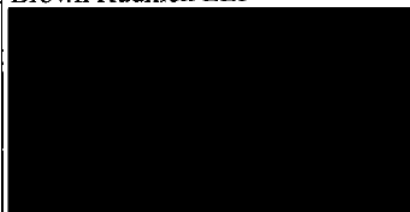

CHRIS M. CAMERON

1 **DEPP v. HEARD**
2 **Our File No.: 6143-0004**

3 **SERVICE LIST**

4 ATTORNEYS FOR JOHN C. DEPP, II

5 Benjamin G. Chew, Esq.
6 Andrew C. Crawford, Esq.
7 Brown Rudnick LLP



11 Camille M. Vasquez, Esq.
12 Brown Rudnick LLP

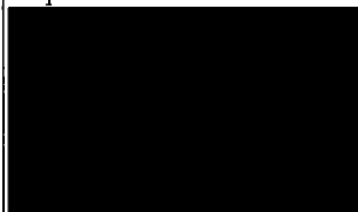


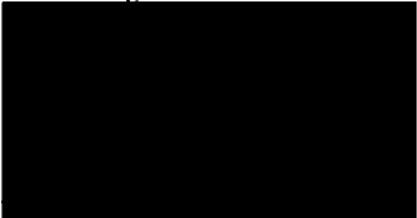

15 Adam R. Waldman, Esq.



20 ATTORNEYS FOR AMBER LAURA HEARD

21 Roberta A. Kaplan, Esq.
22 John C. Quinn, Esq.
23 Kaplan Hecker & Fink LLP



1 J. Benjamin Rottenborn, Esq.
2 Joshua R. Treece, Esq.
3 Woods Rogers PLC
4 
5
6
7 Elaine Bredehoft, Esq.
8 Charlson, Bredehoft, Cohen & Brown
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