

# EXHIBIT 29

**Meyers, Jessica N.**

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**From:** Schwartz, Michael (x2252) <mschwartz@pbwt.com>  
**Sent:** Thursday, March 25, 2021 10:35 AM  
**To:** Meyers, Jessica N.; Crawford, Andrew C.; Chew, Benjamin G.; Vasquez, Camille M.; Elaine Bredehoft  
**Cc:** Teplin, Stephanie (x2543)  
**Subject:** John C. Depp, II v. Amber Laura Heard, Originating Case No. CL-2019-23911 (V.A. Cir. Ct. Fairfax Cnty.)  
**Attachments:** Depp v. Heard confidentiality agreement re ACLU productions.DOCX

**CAUTION: External E-mail. Use caution accessing links or attachments.**

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Counsel,

We have reviewed the Protective Order entered in the underlying Virginia litigation. We're generally comfortable with its terms, but would like a couple additional protections which are set forth in the attached draft letter agreement. These additions address the different confidentiality concerns of an organization as opposed to those of the individual parties in the litigation. Please let us know if this agreement is acceptable. I am also including Ms. Heard's counsel, as we would like both parties to the litigation to join this agreement.

Thanks,  
Mike

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**Michael D. Schwartz**  
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March \_\_, 2021

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CHARLSON BREDEHOFT COHEN & BROWN, P.C.  
11260 Roger Bacon Drive, Suite 201  
Reston, VA 20190*Counsel for Defendant Amber Laura Heard***Re: John C. Depp, II v. Amber Laura Heard, Originating Case No. CL-2019-23911 (V.A. Cir. Ct. Fairfax Cnty.)**

Dear Counsel:

This letter memorializes an agreement between Plaintiff John C. Depp, II (“Plaintiff”), Defendant Amber Laura Heard (“Defendant”), and non-parties American Civil Liberties Union Foundation, Benjamin Wizner and Anthony Romero (together, the “ACLU Parties”). The purpose of the agreement is to facilitate the production of documents and testimony by the ACLU Parties in response to Plaintiff’s subpoenas in the above-captioned litigation (the “Litigation”), while protecting the confidentiality interests of the ACLU Parties.

This agreement applies to all documents that the ACLU Parties may produce in the course of discovery, all discovery requests directed at the ACLU Parties, all deposition testimony given by the ACLU Parties, all exhibits used in any such depositions, and any other materials which may be subject to discovery by the ACLU Parties (together “ACLU Documents”). Plaintiff, Defendant, and the ACLU Parties agree that the Protective Order entered in the Litigation on September 25, 2019 (the “Protective Order”), shall apply to and

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govern the production and use of all ACLU Documents, along with the following additional conditions:

In addition to the categories of information set forth at Paragraph A(1) of the Protective Order, "CONFIDENTIAL" information shall also mean all ACLU Documents that consist of or include any of the following: (i) information protected from disclosure by statute, (ii) sensitive personal information, (iii) trade secrets, (iv) proprietary or confidential research, development, or commercial information, (iv) other business-sensitive information, or (v) other non-public information that the disclosing ACLU Party believes in good faith would create a risk of harm to its operations if disclosed.

The ACLU Parties may designate any of the above information as "CONFIDENTIAL" in accordance with Paragraph A(2) of the Protective Order, and such information may only be used or shared in accordance with Paragraphs A(3) and A(4) of the Protective Order.

All ACLU Documents, whether or not marked CONFIDENTIAL by the ACLU Party, shall not be used, shared, or disclosed for any purposes other than preparing for or conducting the Litigation (including any appeal of the Litigation).

If the foregoing is acceptable, please so indicate by executing a copy of this Letter Agreement in the space indicated below. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. Photocopies or electronic transmissions of counterpart signatures of this Agreement may be used with the same force and effect as originals.

Sincerely,

/s/ Draft

Stephanie Teplin

*Counsel for non-parties American Civil  
Liberties Foundation, Benjamin Wizner, and  
Anthony Romero*

Accepted and agreed as of the date set forth above:

March \_\_, 2021  
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Plaintiff John C. Depp, II

Defendant Amber Laura Heard

By: \_\_\_\_\_

By: \_\_\_\_\_

Jessica N. Meyer, Esq.  
*Counsel for Plaintiff John C. Depp, II*

Elaine Bredehoft, Esq.  
*Counsel for Defendant Amber Laura Heard*