

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

FILED
ADAM'S DOCKET
2022 MAR 11 PM 1:20
JOHN T. TREY
CLERK, CIRCUIT COURT
OF FAIRFAX COUNTY

**DEFENDANT AND COUNTERCLAIM-PLAINTIFF AMBER LAURA HEARD'S
OPPOSITION TO PLAINTIFF AND COUNTERCLAIM-DEFENDANT'S
MOTION FOR SANCTIONS AND CROSS-MOTION FOR SANCTIONS**

Elaine Charlson Bredehoft (VSB No. 23766)
Adam S. Nadelhaft (VSB No. 91717)
Clarissa K. Pintado (VSB No. 86882)
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Mr. Depp's Motion is yet another blatant and frivolous attempt to distract the Court and Amber Heard's counsel and drain Ms. Heard's resources at the critical juncture of the close of discovery. There was no attempt by Ms. Heard to taint the jury pool, since Ms. Heard's counsel was clearly unaware of the presence of others in the courtroom. In sharp contrast, Mr. Depp, aware of the presence of press, provided a grandstanding speech unrelated to the cameras in the Courtroom issue, of Dr. Anderson's purported unfavorable testimony from mental health treatment of Ms. Heard. In doing so, he violated the June 21, 2021 Stipulated Amended Protective Order (the "Protective Order"), as this was confidential and HIPAA-protected information. This conduct by Mr. Depp is sanctionable.

I. Unlike Mr. Depp, Ms. Heard was Unaware of Press Presence in the Courtroom and Her Statements were Germane to the Matter before the Court

On February 11, 2022, the parties appeared for a hearing on a Motion to Compel, and the end of the hearing, the Court set a date, February 25, for discussion on the parties' respective positions on the use of a pool camera in the courtroom at trial. **Att. 1**, 2/11/22 Hearing Tr. 65:2-67:5. On February 25, Ms. Heard appeared, by counsel, via WebEx, and Mr. Depp appeared, by counsel, in person. The Court solicited comments from the parties, and Plaintiff declined to speak first, deferring his argument. Because counsel for Ms. Heard was appearing virtually – which the Court expressly permitted – she could only see the Court, not the courtroom, and assumed it was closed. Previous hearings pertaining courtroom logistics and security had been closed, and Ms. Heard had no reason to believe this hearing would be any different. Indeed, the hearing transcript of the discussion was marked Confidential. **Att. 2**, 2/25/22 Hearing Tr. at 1. Highly germane to the matter before the Court of whether a pool camera should be permitted, Ms. Heard cited Va. Code §§ 19.2-266(2) and (3), which prohibit video recording of victims and families of victims of sexual offenses. **Att. 2**, 2/25/22 Hearing Tr. 6:10-8:7, 8:16-18. Ms. Heard

Depp and widely reported, Mr. Depp's detailed disclosures of Dr. Anderson's testimony and notes have never been made public, do not relate to the issue of whether cameras should be permitted in the courtroom, and are designed solely to influence potential jury members.

Mr. Depp's disclosure that he wanted to raise the sexual violence allegations by going first with them in the opening belies any genuine concern of disclosure of the information – he seeks to prevent Ms. Heard from disclosing her allegations to give him what he perceives as an advantage at trial because he would be first with the information in his opening. **Att. 4**, 3/4/2022 Hearing Tr. 9:20-10:2. That is not a genuine concern for disclosure of confidential information – it is an admitted strategic ploy, not based the disclosure of any of Mr. Depp's confidential information, but instead Ms. Heard's allegations. Similarly, the request for sanctions of dismissing the Counterclaim and eliminating Ms. Heard's jury strikes – both wildly disproportionate and not permitted under any Rule or legal precedent – reveals the true motivation for the Motion – to try to gain significant strategic advantage by falsely asserting violations that are non-existent. Mr. Depp's proposed sanctions are unduly severe, draconian, and not narrowly tailored to prevent any further action. In a sanctions context, orders restricting a litigant's access to the courts must be narrowly tailored to prevent the specific problem encountered. *Switzer v. Switzer*, 273 Va. 326, 332 (2007) (holding dismissing appeals which were “appeals of right” for failure to pay a monetary sanction in another case was an abuse of discretion). Mr. Depp's demand that this Court “strike [Ms. Heard's] five preemptory challenges so she doesn't get any” would effectively strip her of her right to a fair jury trial under Va. Code § 8.01-336. In addition, Virginia and other courts view dismissal of claims as a draconian sanction. *See Winters v. Winters*, 863 S.E.2d 868 (Va. Ct. App. 2021) (holding that the Circuit Court abused its discretion by imposing the penalty of dismissal and noting, “Other jurisdictions

agree that '[c]ourts must . . . evaluate the appropriateness of any given sanction, especially the 'draconian' sanction of dismissal.'" (citations omitted).

Meanwhile, as with virtually every hearing over the past 2 ½ years, counsel for Mr. Depp began the February 25 hearing in the same way – grandstanding with dramatic and emphatic versions of testimony he perceives most damaging to Ms. Heard, regardless of whether they are out of context or complete misrepresentations, and calling Ms. Heard a “liar,” all of which are collateral in nature and never germane to the subject matter before the Court. On this occasion, however, Mr. Depp disclosed clearly confidential information protected by the Protective Order and HIPPA.

If attempting to taint the jury pool is sanctionable, it is Mr. Depp who should be sanctioned for his persistent and egregious attempts to taint the jury pool. Mr. Depp should never have brought the Motion for Sanctions, but having done so, he should be held responsible for the consequences of his own actions, and the Court should award appropriate sanctions.

March 11, 2022



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CERTIFICATE OF SERVICE

I certify that on this 11th day of March 2022, a copy of the foregoing was served by email, by agreement of the parties, addressed as follows:

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Elaine Charlson Bredehoff



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Transcript of Motion to Compel Hearing

Date: February 11, 2022

Case: Depp, II -v- Heard

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V I R G I N I A:

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY

-----x

JOHNNY C. DEPP, II,

Plaintiff,

v.

Case No. CL2019-0002911

AMBER LAURA HEARD,

Defendant.

-----x

MOTION TO COMPEL HEARING

Before the HONORABLE PENNEY S. AZCARATE, Judge

Fairfax, Virginia

Friday, February 11, 2022

12:00 p.m. EST

Job No.: 432553

Pages: 1 - 70

Transcribed by: Bobbi J. Fisher, RPR

1 Hearing on Motions held at:

2

3 Fairfax County Circuit Court

4 4110 Chain Bridge Road

5 Fairfax, Virginia 22030

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8 Pursuant to Docketing, before Diamante Parrish,

9 Digital Court Reporter and Notary Public in the

10 Commonwealth of Virginia.

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A P P E A R A N C E S

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1 my calendar.

2 What other -- just one issue I wanted to
3 discuss with you: I have been getting, I want to
4 say, numerous accounts -- requests for a pool
5 camera. Now, I don't know how either side feels
6 about that issue, but I would like to set it for a
7 short hearing just so, if you can look at the
8 statute, decide what your view is on it. And if
9 that's something you are interested in, how you
10 think that would proceed.

11 So if you could kind of do that. So I'd
12 like to set a short hearing for that kind of
13 relatively -- probably in the next two weeks just
14 because, if that some route that we're taking,
15 there's a lot of moving parts that need to be taken
16 care of for that.

17 So, I don't know, are you available in
18 two weeks from today?

19 MR. NADELHAFT: Oh, you're asking for two
20 weeks from today? Let me just check.

21 THE COURT: Well, yeah.

22 MR. CHEW: Yes, Your Honor.

1 THE COURT: It would be in the afternoon
2 about 2:00 because I have a morning docket.

3 MR. NADELHAFT: About 2:00 in the
4 afternoon? Okay.

5 MR. CHEW: We're available at the Court's
6 convenience.

7 THE COURT: On the 25th.

8 MR. NADELHAFT: So that's February 25th?

9 THE COURT: February 25th at 2:00.

10 MR. NADELHAFT: Okay.

11 THE COURT: If you're available for
12 just -- just so we can parse this out.

13 MR. CHEW: Yes, Your Honor, we're
14 available.

15 THE COURT: Okay.

16 MR. NADELHAFT: Just let me get --

17 THE COURT: No, absolutely.

18 MR. NADELHAFT: Yeah, I think that should
19 be -- I think that should be fine. Can I ask Your
20 Honor, Ms. Bredehoft may want to be at this.

21 THE COURT: She can come in video or --

22 MR. NADELHAFT: Or by phone?

1 THE COURT: -- Webex.

2 MR. NADELHAFT: She can either do by
3 phone or --

4 THE COURT: Phone or I can set up a Webex
5 on my computer.

6 MR. NADELHAFT: Okay. Perfect.

7 THE COURT: That would be fine. I just
8 want to talk it over with you before I give any
9 responses to anybody.

10 MR. NADELHAFT: And just to let know you,
11 we had been at least thinking about this, so we
12 should --

13 THE COURT: Good, good.

14 MR. NADELHAFT: Yeah, thank you.

15 THE COURT: All right. Good. So,
16 hopefully, in two weeks, we can get something
17 together for a plan. Okay.

18 MR. CHEW: Thank you very much, Your
19 Honor.

20 THE COURT: All right. Thank you. Have
21 a good weekend.

22 MR. NADELHAFT: Thank you, Your Honor.



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Transcript of Hearing

Date: February 25, 2022
Case: Depp, II -v- Heard

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V I R G I N I A:

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY

-----x

JOHN C. DEPP, II,

Plaintiff,

v.

Case No. CL2019-0002911

AMBER LAURA HEARD,

Defendant.

-----x

HEARING

Before the HONORABLE PENNEY S. AZCARATE, Judge

Fairfax, Virginia

Friday, February 25, 2022

2:00 p.m. EST

Job No.: 435986

Pages: 1 - 31

Transcribed by: Bobbi J. Fisher, RPR

1 Hearing held at:

2

3 Fairfax County Circuit Court

4 4110 Chain Bridge Road

5 Fairfax, Virginia 22030

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8 Pursuant to Docketing, before Ashley Meredith,
9 Digital Court Reporter and Notary Public in the
10 Commonwealth of Virginia.

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A P P E A R A N C E S

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1 This is my nightmare, seeing multiple Ms. Bredehofts
2 instead of just one.

3 I was kidding, Elaine.

4 I thought I would defer to Ms. Bredehoft
5 to go first before --

6 THE COURT: Okay.

7 MR. CHEW: -- advancing our position.

8 THE COURT: All right. Go ahead,
9 Ms. Bredehoft.

10 MS. BREDEHOFT: Your Honor, I actually
11 took a lot of time to go into this. I talked to a
12 number of different people, etc. And I think, at
13 the end of the day, after looking hard at Virginia
14 Code Section 19.2-266, I think our position
15 ultimately is that we think that it would not be
16 permitted under the statute. And the reasons for
17 that, Your Honor, are two specific spots in the
18 statute: Section 19.2-266(2), which explicitly
19 prohibits electronic media and still photography
20 coverage of public judicial proceedings in, quote,
21 "divorce proceedings," end of quote, and quote --

22 THE COURT: Ms. Bredehoft, I understand,

1 but this is a defamation case, so that's -- that
2 doesn't pertain.

3 MS. BREDEHOFT: Well, I understand, but
4 please just hear me out because --

5 THE COURT: Okay.

6 MS. BREDEHOFT: -- there's a
7 (indiscernible) on this one, and I really did give
8 it some thought.

9 THE COURT: Okay.

10 MS. BREDEHOFT: And, quote, "proceedings
11 concerning sexual offenses," end of quote. And then
12 Virginia Code Section 19.2-266(3) prohibits coverage
13 of witnesses, including victims and families of
14 victims of sexual offenses.

15 Now, the concept behind these, Your
16 Honor -- and that's why I brought in domestic
17 proceedings, the divorce proceedings. The concept
18 here is to respect -- you know, from the
19 legislature, is to respect the privacy of the inner
20 workings of a marriage as well as to protect the
21 privacy and the dignity of victims and families of
22 victims of sexual offenses.

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Transcript of Hearing

Conducted on February 25, 2022

8

1 Amber Heard has alleged that Mr. Depp
2 sexually assaulted her, including rape, on several
3 occasions before and during her marriage with
4 Mr. Depp. There will be testimony on this not only
5 from Ms. Heard but from other witnesses weighing in
6 on different things, including medical and mental
7 health professionals.

8 There also is a sequence here for where
9 the sexual assaults were, Your Honor. There's a
10 sequence of other events in telling the
11 chronological story of these things. Ms. Heard
12 obtained a domestic violence restraining order
13 against Mr. Depp back in May of 2016, which remained
14 in place until they had a settlement on their
15 divorce.

16 Since Ms. Heard is a victim of sexual
17 assault and rape, her testimony as a victim would be
18 excluded under the statute. Now, presumably, if you
19 technically read the statute as well, Mr. Depp, who
20 was married to Ms. Heard, would be a family member,
21 as would Ms. Heard's sister and Mr. Depp's sisters.
22 So their testimony would be excluded from coverage

1 courtroom where they could, you know, all be filmed,
2 including the courtroom staff, Your Honor, I think,
3 under the circumstances, doesn't make sense.

4 And I have to tell Your Honor, I spent a
5 lot of time before I came to that conclusion, and
6 when I took a hard look at the statute and the
7 legislative, you know, intent on that, I really
8 think, in this instance, this would not be
9 appropriate.

10 THE COURT: All right. Thank you.

11 All right. Yes, sir?

12 MR. CHEW: Thank you again, Your Honor.
13 Ben Chew for Johnny Depp.

14 I will answer the Court's question with
15 the real purpose of why we're here today, but I have
16 to first address the outrageous statements that
17 Ms. Bredehoft just made.

18 Earlier this week, we had the deposition
19 of Dr. Anderson. Dr. Anderson was the couple's
20 therapist -- couples therapist. Dr. Anderson
21 testified that she disapproved of Ms. Heard's ex
22 parte TRO petition in Los Angeles because she said

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Transcript of Hearing

Conducted on February 25, 2022

13

1 Amber tried to change the rules.

2 Now, a fair summary of Dr. Anderson's
3 testimony was -- which I defended and then took --
4 this is all in response to questioning by
5 Ms. Bredehoft's partner, Adam Nadelhaft.
6 Dr. Anderson said that Amber admitted that she
7 initiated violence; that when she would try to bait
8 Mr. Depp, he would go out to see his friends,
9 because he actually had friends. And to stop him
10 from doing that, she would insult him and then she
11 would slap them to try to stop. And he would
12 constantly retreat.

13 This contradicts Ms. Heard's testimony
14 that she didn't initiate violence. She's a liar,
15 Your Honor. And this is their couples therapist.
16 The couples therapist, she -- also, Ms. Heard
17 admitted to slapping Mr. Depp, to throwing a can at
18 him, and to being proud -- being proud of initiating
19 violence against Mr. Depp.

20 So, Your Honor, for her to say these
21 things, when she knows they're false and she knows
22 that her client has testified falsely, is

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Transcript of Hearing

Conducted on February 25, 2022

16

1 that that would happen. We trust the Court and we
2 certainly trust the Court's security. We don't
3 trust Ms. Heard.

4 THE COURT: Ms. Bredehoft, anything
5 further?

6 MS. BREDEHOFT: Your Honor, I take it
7 there must be press in the courtroom for Mr. Chew to
8 have gone on and on in such a manner, and we can
9 certainly address that. We don't have a problem
10 with transparency, Your Honor. You know, the press
11 is still going to be covering this, and, you know,
12 we have already won once in the UK, and they found
13 12 acts of domestic violence as well as sexual
14 violence against Ms. Heard, and we certainly, you
15 know, welcome the opportunity for a fair trial.
16 That's not the point, and he didn't address the
17 points from the statute, Your Honor, and that's the
18 concern here is there's going to be testimony of
19 sexual assault and rape, and it's going to be
20 interwoven in the testimony of beatings.

21 There's going to be a tremendous amount of
22 evidence, Your Honor. There's going to be

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Transcript of Hearing

Conducted on February 25, 2022

22

1 to show up. Dr. Anderson, to whom I just referred,
2 the marriage counselor who said that Ms. Heard never
3 should have filed the TRO, they instructed her
4 counsel, who, again, did nothing wrong, to redact
5 out of her notes so completely that there's only a
6 tiny little spot where the word "violence" is
7 mentioned. Wildly improper redactions. So we have
8 got to take that before Judge Bowick, and we
9 probably have to take that before you because
10 they're citing some -- some carve-out in her HIPAA
11 waiver.

12 But it is outrageous. They know that the
13 marriage counselor's notes are devastating to
14 Ms. Heard because Ms. Heard made all kinds of
15 admissions that she was the perpetrator of violence
16 and Mr. Depp was the one who constantly retreated --
17 constantly retreated.

18 THE COURT: Well, Mr. Chew, what exactly
19 are you asking?

20 MR. CHEW: I apologize, Your Honor. So
21 all I'm asking -- I apologize, Your Honor -- but all
22 I'm asking is, if the Court could now, before we run



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Transcript of Hearing

Date: March 4, 2022
Case: Depp, II -v- Heard

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VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

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JOHN C. DEPP, II, :

Plaintiff, :

v. : Case No.

AMBER LAURA HEARD, : CL-2019-0002911

Defendant. :

-----x

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HEARING

Before the Honorable PENNEY AZCARATE

Fairfax, Virginia

Friday, March 4, 2022

11:57 a.m.

Job No.: 437050

Pages: 1 - 93

Reported by: Carol A. Lowe, RPR

1 Hearing held at:

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4 CIRCUIT COURT OF FAIRFAX COUNTY

5 4110 Chain Bridge Road

6 Courtroom 5J

7 Fairfax, Virginia 22030

8 (703) 691-7320

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A P P E A R A N C E S

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1 Courthouse News, Actress Amber Heard once
2 described herself in a Washington Post op-ed as a
3 public figure representing domestic abuse. But in
4 a Virginia courtroom Friday her attorney spelled
5 it out. Heard, the attorney claimed, was raped
6 while the partner of Actor Johnny Depp.

7 I spoke with Ms. Hennessy after the
8 hearing. I couldn't tell her anything because I'm
9 observing the Court's admonition. And she asked
10 me, I've never heard anything about a rape, that's
11 not part of this case, is that in the
12 counterclaims.

13 Well, it's not. It's not. Ms. Heard
14 made it up long after the fact because she wasn't
15 assured -- she wasn't sure that anyone was going
16 to buy her phony allegations of abuse which are
17 disproven by the police officers who, of course,
18 are lying. Every police officer lies in Ms.
19 Heard's view.

20 So why does it matter? Okay. The jury
21 is going to hear this on April 11th anyway. Why
22 it matters? It matters because we were going to

1 raise it first. We were going to raise with the
2 jury in opening the false allegations of rape.

3 She's taken that away because now the --
4 the jury pool -- Courthouse News goes out in
5 this -- in this -- this county. Granted, probably
6 mostly lawyers see it; but it does go out. And
7 this article was picked up worldwide. I -- I
8 could present the Court many examples of how this
9 thing metastasized immediately. And this has
10 happened before with Courthouse News. And there's
11 nothing wrong with that in an open hearing.

12 They have taken away -- and -- and they
13 did it deliberately. They did it deliberately.

14 Now, whether Ms. Bredehoft knew there
15 was a court reporter in the courtroom or not I
16 don't know. She was appearing by Zoom. But it
17 doesn't matter. It doesn't matter. It's like a
18 general intent, specific intent crime. She
19 certainly knew what she was doing. And she
20 certainly knew what paragraph 12 of the -- of the
21 protective order said.

22 Paragraph 12 of the protective order

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JOHN C. DEPP, II

Plaintiff,

v.

AMBER LAURA HEARD

Defendant.

Civil Action No.: CL-2019-0002911

STIPULATED AMENDED PROTECTIVE ORDER

This amendment (the "Amendment") to the Protective Order entered in the above-captioned action on September 25, 2019 (the "Protective Order") is made and entered into by and among Plaintiff John C. Depp, II ("Mr. Depp") and Defendant Amber Laura Heard ("Ms. Heard") (collectively, the "Parties" and each a "Party").

RECITALS

The Protective Order was entered in the above-captioned action (the "Action") on September 25, 2019.

The Parties anticipate that the Action will be tried in April 2022 (the "Virginia Trial").

In May 2018, Mr. Depp initiated a libel suit against News Group Newspapers Ltd and Dan Wootton (the "UK Defendants") in the United Kingdom over an article published by the UK Defendants entitled "GONE POTTY How can JK Rowling be 'genuinely happy' casting wife beater Johnny Depp in the new Fantastic Beasts film?" The libel suit contended the article falsely claimed that Mr. Depp committed serious domestic violence against Amber Heard, causing significant injury and leading to her fearing for her life. (the "UK Action").

Among others, Mr. Depp and Ms. Heard each submitted multiple witness statements in the UK Action.

A sixteen-day trial of the UK Action was conducted between July 7, 2020 and July 28, 2020. Among others, Mr. Depp and Ms. Heard each provided live testimony at the trial of the UK Action.

On November 2, 2020, Justice Nicol handed down a judgment in the UK Action (the “UK Judgment”), dismissing Mr. Depp’s libel action and finding that the statements in the article were true. Mr. Depp petitioned Justice Nicol for permission to appeal, which petition was denied on November 16, 2020.

Mr. Depp applied to the Court of Appeal (Civil Division) in the United Kingdom (“UK Court of Appeal”), to request permission to appeal the UK Judgment. Mr. Depp later applied for permission to adduce and submit new evidence in support of his appeal (“UK Appeal”).

Following a hearing held on March 18, 2021, the Court of Appeal (Civil Division) in the United Kingdom handed down a judgment on March 25, 2021 denying Mr. Depp’s application for permission to appeal and to adduce the new evidence (the “Judgment on Permission to Appeal”).

In the course of the UK Action, certain pleadings and witness evidence contained information, within confidential schedules, that was deemed confidential by way of an Order of Justice Nicol dated April 8, 2020 and sealed on April 9, 2020. The terms of this Order extended to the parts of the trial that were held in private and the transcripts thereof. The UK Judgment and Judgment on Appeal also contained confidential schedules dealing with such underlying confidential information.

Ms. Heard seeks to produce and file in this Action the Confidential Judgments and related confidential schedules described in Section 3(a)(vi), and is applying to the UK High Court for

permission to release the documents. The Parties therefore are entering into this Stipulated Amendment to Protective Order to govern the treatment of this, and other related, confidential information.

Having found that the Parties, by, between, and among their respective counsel, have agreed to the terms set forth herein, and good cause having been shown,

IT IS STIPULATED AND ORDERED that:

1. This Amendment is being entered into to facilitate the production, exchange, and discovery of documents and information that the Parties agree merit confidential treatment. This Amendment shall govern the handling of documents, deposition testimony, deposition exhibits, interrogatory responses, admissions, electronically stored information (“ESI”) and any other information or material produced, given or exchanged by and among the Parties and any non-parties to the above-captioned action (the “Litigation”) in connection with discovery in the Litigation (such information or material hereinafter referred to as “Discovery Material.”).

2. Either Party may designate Discovery Material in connection with this Litigation as “Confidential” either by notation on the document, statement on the record of the deposition, written notice to counsel for the Parties hereto, or by other appropriate means. In the case of documents produced in native, electronic form, the confidentiality can be designated on the placeholder sheet produced along with that document, or in a confidentiality metadata field. Such designations shall constitute a representation to the Court that such Discovery Material is not reasonably believed to be already in the public domain.

3. As used herein:

- a. “Confidential Information” shall mean all Discovery Material, and all information contained therein, and other information designated as

“Confidential,” that the Producing Party (as defined below) reasonably and in good faith believes constitutes and/or contains:

- i. personally identifying information, including but not limited to contact information, addresses, phone numbers, email addresses, social security numbers, identification card numbers, driver’s license numbers, passport numbers, or other government identification numbers, and any other similar information, but excluding Financial Information (as defined below);**
- ii. Medical records, including documents containing medical and/or psychological conditions, diagnoses, or treatment, communications with health care providers and their staff (including any doctor, surgeon, psychiatrist, dentist, nurse, psychologist, therapist, counselor, medical advisor, mental health provider, or specialist), and any information that would be protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA);**
- iii. Information in the nature of private journals or journal entries;**
- iv. Any documents or testimony having the same general subject matter as the documents described in Section 3(a)(vi);**
- v. Any other documents or information the Parties agree in writing or otherwise permitted by the Court should be treated as Confidential;**
and
- vi. The following documents from the UK Action and UK Appeal:**
 - 1. All Confidential Schedules;**

2. The Confidential Judgment of Justice Nicol, dated November 2, 2020;
 3. the Confidential Judgment of the Court of Appeal, dated March 25, 2021;
 4. Confidential trial transcripts, including any evidence adduced during the portions of the trial of the UK Action held in private on the 4th, 12th, and 14th days of trial, which are reflected in the separate confidential trial transcripts from those three trial dates;
 5. The following sections of the transcript of the deposition of Kristina Sexton, dated December 18, 2019, which was included in the trial bundle for the UK Action as document F106: pages 98-104, pages 112-18, page 180-84;
 6. Text messages between Ms. Heard and Danie Streisand on November 16, 2018, which was included in the trial bundle for the UK Action as document H56.
- b. Nothing in this Amendment shall be construed to limit or restrict the Parties' right to apply, to vary, change, amend, or terminate the confidential status of the documents in Section 3(a)(vi) by written agreement or application to the U.S. Court.
 - c. "Protected Information" shall mean Confidential Information.
 - d. Should Protected Information become part of the public domain, without any violation of this Order, such Protected Information will no longer be subject to

the protections of this Amendment. Should some, but not all, Protected Information become part of the public domain, without any violation of this Order, and either Party believes that additional information should be disclosed, the Parties may agree in writing or any Party may petition this Court for further relief.

- e. "Producing Party" shall mean the Party to this Litigation and/or any non-party producing Protected Information in connection with discovery in this Litigation, or the Party asserting the confidentiality designation, as the case may be.
- f. "Receiving Party" shall mean the Party to this Litigation and/or any non-party receiving Protected Information in connection with discovery in this Litigation.

4. ESI designated as "Confidential" shall be so designated by including a "Confidential" in the body of the electronic document or by affixing a stamp with such notice to the medium (including, but not limited to, tapes, CDs, DVDs, and flash drives) on which the ESI is stored before copies are delivered to a Receiving Party. Printouts of any such ESI designated as Confidential Discovery Material shall be treated in accordance with the terms of this Amendment. Notwithstanding the foregoing, Excel documents or any other type of electronically stored information produced in native format (together, "Natively Produced ESI") need not be produced using a means sufficient to ensure that every page of such document, when printed, contains the appropriate mark or stamp. Instead, the Disclosing Party shall use reasonable means to designate "Confidential" as appropriate, by (a) producing a TIFF placeholder image corresponding to the Natively Produced ESI that includes a "Confidential" mark; and (b) including

“Confidential” as appropriate, on the label of the media or in the transmittal e-mail containing the Natively Produced ESI.

5. The designation of any Discovery Material as “Confidential” is not intended to, and shall not be construed as, an admission that the Discovery Material is relevant, not subject to an applicable privilege or protection, admissible, or reasonably calculated to lead to the discovery of admissible evidence. The Receiving Party may, at any time, notify the Producing Party that the Receiving Party does not concur in the designation of Discovery Material as “Confidential”. The Parties shall confer in good faith regarding any such disagreement over the classification of Discovery Material and if the Producing Party does not agree to change the designation of such Discovery Material, the Receiving Party may move the Court for an order removing the designation of such Discovery Material as Protected Information. Upon such a motion, the Producing Party shall bear the burden to prove that the Discovery Material in question is Protected Information. If such a motion is filed, the Discovery Material shall be deemed Protected Information, with the same confidentiality designation as asserted by the Producing Party, unless and until the Court rules otherwise.

6. In order to expedite the production of voluminous materials, a Producing Party may, but is not required to, produce materials without a detailed review for confidentiality designation and may designate collections of documents that, by their nature, contain Confidential Information as “Confidential,” notwithstanding that some of the documents within the collection may not qualify for such designation. A Party’s “bulk” designation of documents shall not constitute waiver of any Party’s rights set forth in Paragraph 17 of this Amendment. Notwithstanding the foregoing, a Receiving Party may at any time challenge the designation of

one or more particular documents on the grounds that the document(s) do not qualify for protection, including as provided in Paragraphs 5 and 25 of this Amendment.

7. A Producing Party must redact unique identifiers pertaining to financial records, including bank account numbers, credit card numbers, usernames and passwords (“Financial Information”). Documents containing Financial Information shall be redacted but shall not be designated as “Confidential” in full solely on the grounds that they contain Financial Information.

8. Except with the prior written consent of the Producing Party or by Order of the Court, Confidential Information shall not be furnished, shown or disclosed to any person or entity except to:

- a. the Parties themselves;
- b. counsel of record for the Parties to this Litigation and their associated attorneys, including Adam Waldman, who has already seen the documents deemed Confidential by the UK Courts prior to the date of this Amendment and who shall sign Exhibit A before being provided any additional information, paralegals and other professional personnel (including support staff) who are directly assisting such counsel in the preparation of this Litigation for trial or other proceeding herein, are under the supervision or control of such counsel, and who have been advised of their obligations hereunder;
- c. expert witnesses and members of the expert witnesses’ staff working under the expert witnesses’ supervision, provided, however, that such Confidential Information is furnished, shown or disclosed to them in accordance with Paragraph 10 hereof;

- d. third-party vendors or consultants retained by the Parties or their counsel to furnish technical services in connection with this Litigation and who have been advised of their obligations hereunder;
- e. the Court and court personnel, if filed in accordance with Paragraph 16 hereof;
- f. a person before whom a deposition is taken, including stenographic reporters, videographers and any necessary secretarial, clerical or other personnel of such person, if furnished, shown or disclosed in accordance with Paragraph 14 hereof;
- g. trial and deposition witnesses, if furnished, shown or disclosed in accordance with Paragraphs 12 and 13, respectively, hereof;
- h. any other person agreed to by the Parties.

9. Before any disclosure of Protected Information is made pursuant to Paragraph 8(b) hereof, counsel for the Receiving Party shall obtain from the intended recipient of the Protected Information such person's written undertaking, in the form of Exhibit A attached hereto, to comply with and be bound by its terms.

10. Protected Information shall be utilized by the Receiving Party only for purposes of this Litigation, and for no other purposes.

11. Any Party may designate as Confidential Information all or portions of transcripts of depositions, or exhibits thereto, containing Confidential Information, by making such designation either by statement of Counsel on the record at the deposition itself or by written notice, sent by Counsel to all Parties within twenty (20) days after receipt of the deposition transcript or other pretrial testimony and, provided that only those portions of the transcripts designated as "Confidential" shall be deemed Confidential Information. The transcripts of any

such deposition or exhibit shall be marked by the court reporter as "Confidential." Prior to the expiration of twenty (20) days after the date of the deposition or pretrial testimony, either Party may seek written consent from the other Party or relief from the Court to use the deposition transcript or other pretrial testimony not designated "Confidential" at any hearing.

12. The Parties may in good faith disclose Protected Information at any hearing if it relates directly to the subject matter of the hearing, and after prior notice to the Court and counsel and an opportunity to object to its use. Subject to any rulings by the Court, the Parties may disclose Protected Information at trial, including through argument or the presentation of evidence. Any transcripts of testimony or exhibits intended to be used at trial must comply with the terms of the Scheduling Order and the Rules of the Court.

13. This Amendment shall not preclude counsel for the Parties from using Protected Information during any deposition in this Litigation, provided that prior to any such use, the Party intending to use Protected Information shall: (a) provide a copy of this Amendment to the witness, and others to whom disclosure is intended to be made; (b) explain the Amendment to said persons and/or cause them to read the Amendment; and (c) request that said persons execute the undertaking attached hereto as Exhibit A, if such persons are not covered by Paragraph 8 of this Amendment. The time it takes to make this request described in this Paragraph shall not be used against any time limits a Party has in the deposition where the request is being made. Should any said person refuse to execute the undertaking, counsel for the Parties may still use the Protected Information during the deposition and the Parties agree that the use of such Protected Information during the deposition shall not negate its treatment as Protected Information pursuant to this Amendment.

14. A Party may designate as Confidential Information any Discovery Material produced or given by any non-party to this case, or any portion thereof. In the case of documents, designation shall be made by notifying all counsel, in writing, of those documents that are to be stamped and treated as Confidential Information at any time up to thirty (30) days after actual receipt of copies of those documents by counsel for the Party asserting the confidentiality designation. Prior to the expiration of such thirty (30) day period (or until a designation is made by counsel, if such a designation is made in a shorter period of time), either party may seek written consent from the other party or relief from the Court to use Discovery Material not marked as "Confidential" at any hearing. In the case of testimony, designation shall be made by notifying all counsel, in writing, of those portions of a transcript which are to be stamped or otherwise treated as Confidential Information at any time up to thirty (30) days after the final transcript is received by counsel for the Party asserting the confidentiality designation.

15. As to the filing with the Court of Discovery Material that has previously been designated as "Confidential" or containing Protected Information:

- a. Any Receiving Party who seeks to file with the Court any Discovery Material that has previously been designated by any Producing Party as "Confidential" or containing Protected Information, and any pleading, brief or memorandum which reproduces, paraphrases or discloses Protected Information shall file this material under seal and, in doing so, shall take care such that only that portion of a filing that contains the Protected Information is filed under seal. Nothing in this paragraph shall apply to the designation of and use of Protected Information at trial, on which the parties may reach a separate agreement prior to the trial.

b. All pleadings, briefs or memoranda which reproduce, paraphrase or disclose any documents which have previously been designated by a Party as "Confidential" or containing Protected Information, shall identify such documents by the production number ascribed to them at the time of production.

16. Any person receiving Protected Information shall not reveal or discuss such information with any person not entitled to receive such information under the terms hereof.

17. Any Discovery Material that may contain Protected Information that has been inadvertently produced without identification as to its protected nature as provided in Paragraphs 2 and/or 14 of this Amendment, may be so designated by the Party asserting the confidentiality designation by written notice to the undersigned counsel for the Receiving Party identifying the Discovery Material as "Confidential" within a reasonable time following the discovery that the document or information has been produced without such designation.

18. Extracts and summaries of Protected Information shall also be treated as Confidential in accordance with the provisions of this Amendment.

19. The production or disclosure of Protected Information shall in no way constitute a waiver of each Party's right to object to the production or disclosure of other information in this Litigation or in any other action.

20. A Producing Party's inadvertent disclosure in connection with this Litigation of one or more documents that such Producing Party believes constitute, contain or reflect information otherwise protected by the attorney-client privilege, the common interest privilege, the work product doctrine or any other privilege or immunity from discovery ("Privileged Documents"), shall not constitute a waiver with respect to such Privileged Documents or generally of such privilege or immunity. If a Receiving Party receives materials that appear to be subject to an

attorney-client privilege, the common interest privilege, or otherwise protected by a discovery privilege or immunity, the Receiving Party must refrain from further use or examination of the materials that may be privileged, and shall immediately notify the Producing Party, in writing, that he or she possesses material that appears to be privileged. In the event a Producing Party discovers it has inadvertently disclosed Privileged Documents, the Producing Party may provide notice to the other Parties advising of the disclosure and requesting return or destruction of the Privileged Documents. Upon such notice, the Receiving Party shall make no further use or examination of the Privileged Documents and shall immediately segregate them in a manner that will prevent further disclosure or dissemination of their contents, and, within ten (10) days of receiving such notice of inadvertent production of Privileged Documents, the Receiving Party shall destroy or return all original documents identified by the Producing Party in such notice (whether electronic or hard copy), shall destroy or delete any and all copies (whether electronic or hard copy), and shall expunge from any other document, information or material derived from the inadvertently produced Privileged Documents. The party clawing back the inadvertently produced documents will provide the Receiving Party with a privilege log that reasonably identifies the basis for the assertion of privilege.

21. If, based on (1) the privilege log entries provided to the Receiving Party by the Producing Party, or (2) the Receiving Party's review of documents that occurred prior to the assertion of privilege and claw-back, there is a dispute over whether the clawed back documents at issue are protected from disclosure by virtue of a privilege or immunity from discovery, the original documents shall nevertheless be immediately destroyed or returned to the Producing Party along with all copies (whether electronic or hard copy) thereof. All counsel shall undertake reasonable efforts to resolve the issue of whether the documents are privileged without court

intervention. To the extent counsel cannot resolve the issue, the Receiving Party may bring a motion to compel production of the Privileged Documents but may not assert as a ground for compelling production the fact or circumstance that the Privileged Documents had already been produced. In conjunction with such a motion, the Receiving Party may request that the Court review *in-camera* the clawed back documents at issue, and, if the Court so orders, the Producing Party shall provide the Privileged Documents under seal to the Court for *in-camera* review. In the event of a motion to compel production of the Privileged Documents, the burden is on the Producing Party to provide, in its opposition to the motion to compel, information regarding the content and context of the Privileged Documents sufficient to establish the applicability of any asserted privilege or immunity from discovery.

22. If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Information it has received from a Producing Party to any person or in any circumstance not authorized under this Order, the Receiving Party must promptly, after discovery of the disclosure, (a) notify the relevant Producing Party of the unauthorized disclosure(s) in writing, (b) make reasonable efforts to retrieve all copies of the Discovery Material containing Protected Information from the person or persons to whom unauthorized disclosures were made (the "Unauthorized Recipient(s)"), (c) inform the Unauthorized Recipient(s) of all the terms of this Amendment, and (d) request the Unauthorized Recipient(s) to execute the undertaking attached hereto as Exhibit A.

23. The Parties agree that they may not have an adequate remedy at law in the event that a court of competent jurisdiction determines that there is an actual or threatened breach of this Amendment by either Party and agree that, under such circumstances, the Parties may be entitled

to specific performance and/or injunctive relief to enforce the terms hereof, in addition to any remedy to which they may be entitled at law or in equity.

24. The provisions of this Amendment shall be binding upon the Parties. All modifications of, waivers of and amendments to this Amendment must be in writing and signed by, or on behalf of, the Parties.

25. This Amendment is entered into without prejudice to the right of either Party to seek relief from, or modification of, this Amendment or any provisions thereof by properly noticed motion to the Court or to challenge any designation of confidentiality as inappropriate under the Rules of the Supreme Court of Virginia or other applicable law.

26. This Amendment may be changed by further order of this Court, and without prejudice to the rights of a Party to move for relief from any of its provisions, or to seek or agree to different or additional protection for any particular material or information.

27. In the event that additional Parties join or are joined in this Litigation, they shall not have access to Protected Information until the newly joined Party, by its counsel, has executed and filed with the Court its agreement to be fully bound by this Amendment.

28. The Parties agree to be bound by the terms of this Amendment pending the entry by the Court of this Amendment, and any violation of its terms shall be subject to the same penalties and sanctions, as if this Amendment had been entered by the Court.

29. If any Receiving Party is subpoenaed in any other action or proceeding, is served with a document demand or is otherwise compelled by law to produce documents (collectively, a "Demand"), and such Demand seeks Discovery Material that was produced or designated as Protected Information, or that reflects or contains Protected Information, by someone other than the Receiving Party, the Receiving Party shall give prompt written notice by hand or electronic or

facsimile transmission, within five (5) business days of receipt of such Demand, to the Party or its counsel who produced or designated the material as Protected Information. The Receiving Party shall not produce any of the Producing Party's Protected Information, unless court-ordered or otherwise required by law, for a period of at least ten (10) business days after providing the required notice to the Producing Party. If, within ten (10) business days of receiving such notice, the Producing Party gives notice to the Receiving Party that the Producing Party opposes production of its Protected Information, the Receiving Party shall object, citing this Amendment, and not thereafter produce such Protected Information, except as required by law. The Producing Party shall be solely responsible for pursuing any objection to the requested production. Nothing herein shall be construed as requiring the Receiving Party or anyone else covered by this Amendment to challenge or appeal any order requiring production of Protected Information covered by this Amendment, or to subject itself to any penalties for non-compliance with any legal process or order, or to seek any relief from this Court. In the event that Protected Information is produced to a non-party to this Amendment in response to a Demand, such Discovery Material shall continue to be treated in accordance with the designation as Confidential Information by the Parties to this Amendment.

30. For the avoidance of doubt, nothing herein shall preclude counsel from giving advice to his or her client in this Litigation that includes a general evaluation of Protected Information, provided that counsel shall not disclose the contents of any Protected Information in violation of the terms of this Amendment.

31. Any Party, in conducting discovery from non-parties in connection with the Litigation, shall provide any non-party from which it seeks discovery with a copy of this Order so as to inform each such non-party of his, her, or its rights herein. If a non-party provides discovery

to any Party in connection with the Litigation, the provisions of this Order shall apply to such discovery as if such discovery were being provided by a Party. Under such circumstances, the non-party shall have the same rights and obligations under the Order as held by the Parties. For the avoidance of doubt, non-parties may designate Discovery Material as Confidential Information pursuant to Paragraphs 3(a) and 3(b) as set forth herein.

32. This Amendment shall continue to be binding after the conclusion of this Litigation except (a) that there shall be no restriction on documents that are used as exhibits in Court (unless such exhibits were filed under seal and never unsealed); and (b) that a Party may seek the written permission of the Producing Party or further order of the Court with respect to dissolution or modification of the Amendment.

33. Nothing herein shall be deemed to waive any privilege recognized by law, or shall be deemed an admission as to the admissibility in evidence of any facts or documents revealed in the course of disclosure.

34. Within one hundred eighty (180) days after the final termination of this Litigation by settlement (including, to the extent applicable, final court approval of such settlement) or exhaustion of all appeals, all Protected Information produced or designated and all reproductions thereof, shall be returned to the Producing Party or shall be destroyed, at the option of the Producing Party, which option shall be communicated in writing to the Receiving Party promptly. In the event that any Producing Party opts for destruction of its Protected Information, the Receiving Party shall certify, in writing, within one hundred eighty (180) days of the final termination of this Litigation that it has undertaken its best efforts to destroy such physical objects and documents, and that such physical objects and documents have been destroyed to the best of its knowledge. These best efforts need not include destroying Protected Information residing on


back-up tapes or other disaster recovery systems. Notwithstanding anything to the contrary, lead counsel of record for the Parties may retain copies of documents constituting work product, reports, pleadings, motion papers, discovery responses, deposition and trial transcripts and deposition and trial exhibits. This Amendment shall not be interpreted in a manner that would violate any applicable canons of ethics or codes of professional responsibility. For the avoidance of doubt, experts, third-party vendors and consultants who have received Protected Information shall also be required to return or destroy such Protected Information pursuant to the terms of this paragraph.

35. The Amendment constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

36. The Amendment shall be effective as of the date upon which both Parties have executed the Amendment.

AGREED, STIPULATED, AND ACCEPTED:

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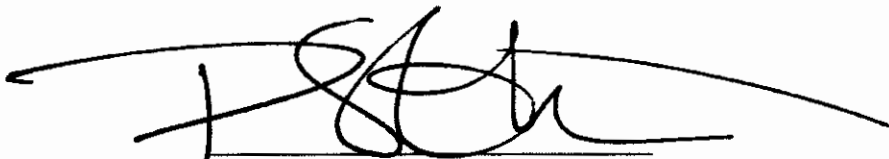

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*Counsel for Defendant and Counter-Plaintiff
Amber Laura Heard*

SO ORDERED THIS 21 DAY OF JUNE, 2021:



The Honorable Penney S. Azcarate
CHIEF JUDGE, FAIRFAX COUNTY
CIRCUIT COURT

EXHIBIT A

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JOHN C. DEPP, II

Plaintiff,

v.

AMBER LAURA HEARD

Defendant.

Civil Action No.: CL-2019-0002911

CONSENT TO DISCOVERY PROTECTIVE ORDER

I, the undersigned, hereby certify that I have been provided with a copy of the Agreed Protective Order for the production and exchange of Protected Material entered in the above-captioned action and hereby agree to be bound by the terms and conditions thereof.

Signature: _____

Name: _____

Business Affiliation: _____

Address: _____

Date: _____