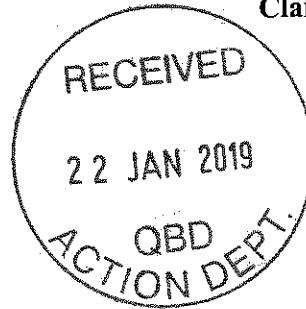


On behalf of: Claimant
Witness: John Christopher Depp II
No: First
Date: 22 January 2019

Claim No. HQ18M01923

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION
MEDIA AND COMMUNICATIONS LIST



BETWEEN:

JOHN CHRISTOPHER DEPP II

Claimant

-and-

(1) NEWS GROUP NEWSPAPERS LTD

(2) DAN WOOTTON

Defendants

FIRST WITNESS STATEMENT OF

JOHN CHRISTOPHER DEPP II

I, JOHN CHRISTOPHER DEPP II, of Infinitum Nihil, [REDACTED],
USA, WILL SAY as follows:

1. I am the Claimant in these proceedings.

2. Unless stated otherwise, the facts and matters referred to in this witness statement are within my own knowledge and true or are true to the best of my knowledge, information and belief based on sources stated within this witness statement.
3. I make this witness statement in response to the Defendants' application dated 29 November 2018, which seeks a stay of proceedings until such time as I confirm in writing to my former wife, Ms Amber Heard, who is not a party to these proceedings, or her legal representatives that I shall not at any time seek to assert against Ms Heard any claim in any jurisdiction or right to restitution, damages, costs or other relief or remedy of any kind in respect of (a) any disclosure or communication that may be made to the Defendants or their legal representatives for the purpose of these proceedings, and (b) any evidence that she may give, whether orally in writing, for the purpose of these proceedings, (the "**Application**").
4. For the purpose of preparing this witness statement, I have read the witness statement of Louis Charalambous dated 29 November 2018 and Exhibit LC1, and refer to these where appropriate.
5. There is now produced to me and marked "**Exhibit JCD1**" a paginated bundle of true copy documents referred to in this witness statement. References to page numbers are references to Exhibit JCD1, unless otherwise stated.

Background and the Allegations Contained in the Defendants' Defence

6. These proceedings relate to an article published by the Defendants, which appeared online on 27 April 2018 and in hard copy on 28 April 2018 (together, the "**Article**"). A copy of the Article is at pages 1-5 of Exhibit LC1. As set out in the Particulars of Claim, paragraph 10, the Article included words which I contend meant and were understood to mean that I was guilty, on overwhelming evidence, of serious domestic violence against Ms Heard, causing significant injury and leading to her fearing for her life. The Article further suggested that I was constrained to pay no less than £5 million to compensate Ms Heard for my alleged behaviour, that my actions resulted in me being subjected to a continuing court restraining order, and that, for that reason, I am not fit to work in the film industry.

7. I issued proceedings against the Defendants on 1 June 2018 claiming for damages for libel and an injunction. A copy of the Particulars of Claim is at pages 9-20 of Exhibit LC1.
8. The Defendants filed their Defence on 11 July 2018 and a copy of it is at pages 21-26 of Exhibit LC1. The Defendants rely on a defence of Truth in relation to the meaning "the Claimant beat his wife Amber Heard." As Mr Charalambous accepts in his witness statement at paragraph 5, the Defence was pleaded on the basis of information in US court documents. One of the allegations made by Ms Heard in those documents relates to an alleged incident on 21 May 2016.
9. As a Truth Defence was put on the record I was obliged, pursuant to CPR PD53 2.8, to put in a Reply addressing the factual allegations relied on by the Defendants in their Defence. As more fully set out in the Reply, the two police officers who attended the scene of the incident alleged by Ms Heard on 21 May 2016 shortly after the incident occurred (and who had released an exculpatory public statement which the First Defendant had reported), provided two separate depositions describing what they saw, stating that they found that there were no injuries or bruising or swelling to Ms Heard's face and indeed the scene bore no resemblance to that described by each of Ms Heard and her friend under oath. Despite Ms Heard's sworn deposition to the contrary, Ms Heard had told them to their faces that nothing had happened and made no mention of any assault. She said she was not injured and refused medical treatment. In particular, I refer to paragraph 2.9.4 the Reply, which states as follows:

"The phone did not hit Ms Heard on the face or elsewhere. Nor did the Claimant pull Ms Heard's hair or strike her, or grab her face, or touch her. Two police officers who attended the apartment directly after the alleged incident and interviewed Ms Heard twice in good light, saw no injuries or bruising or swelling to Ms Heard's face (or elsewhere). When one of the officers asked Ms Heard what had happened she responded "nothing". When Ms Heard asked if she was hurt, she shook her head. Ms Heard did not say to the officers that she had been assaulted, and when asked if she had been injured in any way she said she wasn't injured and refused medical treatment. Ms Heard said she did not want to make a police report and there was nothing wrong." (page 31 of Exhibit LC1)

10. Further, as stated at paragraph 2.9.5 of the Reply, both of these officers subsequently confirmed their evidence to this effect in separate depositions, copies of which are at pages 1 to 106 of Exhibit JCD1. Paragraph 2.9.5 of the Reply continues: *“in the premises, if and to the extent that Ms Pennington subsequently took a photograph of Ms Heard’s face (as pleaded in paragraph 8g and which is not admitted), it was not a photograph of any “injury” caused by the Claimant. In the subsequent proceedings brought by Ms Heard, hardcopy photographs were put in evidence, but neither the original images nor the associated metadata were produced.”* (page 31 of Exhibit LC1)
11. This is highly significant and exculpatory evidence that has been ignored by the Defendants to my detriment. The Defendants appear to have made no attempt to check the facts prior to publication or to ascertain whether there was any basis on which they could defend an action. If they did do this, they must have made a positive decision to present a totally one-sided picture, leaving out my side of the story and pretending it either did not exist or was not worth considering.
12. Further, in the event that this matter goes to trial, I will rely, amongst other things, on the following evidence to support my position in respect of the factual allegations made by the Defendants in their Defence:

- a. The declaration of Sean Bett, a copy of which is at pages 107 to 108 of Exhibit JCD1, in which he says:

“I was working and present on the evening of May 21, 2016, and was witness to an altercation between Johnny Depp and Amber Depp...

Within approximately 15-20 minutes we heard Amber screaming at the top of her lungs and immediately entered the penthouse. Johnny was standing approximately 20 feet away from Amber, who was standing by the couch. As soon as Amber noticed that we had entered the unit, her demeanor

changed and she pointed at him and yelled to us: "If he hits me one more time, I'm calling the police."

My vision is quite good. I was able to ascertain that Amber was wearing little or no makeup, her skin is quite pale, and she had no red marks or evidence of any bruises or abrasions to her face or body.

Although Johnny was visibly upset at having been accused of hitting Amber, he never came closer than 20 feet to her during the time I was able to observe them. There was no smashed glass that I noticed in the apartment at the time."

- b. A declaration of Jerry Judge, a copy of which is at pages 109 to 111 of Exhibit JCD1, in which he says:

"I was with Johnny throughout the day on May 21, 2016, and I escorted him, along with Sean Bett, to his downtown loft at 849 South Broadway. I did not observe Johnny drink any alcohol or take any drugs that day. He was sober in all respects when we arrived at the loft between the hours, approximately, of 7:00 and 7:30 PM...

"About 30 minutes or less later, Sean and I re-entered the loft upon hearing raised voices – although Amber's chiefly – from within.

"I did not observe Johnny touch or even approach Amber; in fact, they remained approximately 10 feet apart during the period of time that I observed them.

"I did not observe Johnny break anything, including wine glasses or bottles, in the loft or outside the loft in the hallway. I did observe two tall

glasses with wine in them in the loft, but they were intact. I did not observe shattered glass anywhere in the loft."

- c. Declaration of Amber Heard's Eastern Columbia Building friend and neighbour Isaac Baruch, a copy of which is at pages 112 to 115 of Exhibit JCD1, in which he says:

"On May 22, 2016, the next day, it was my birthday and as I was leaving the condominium building during the day and walked out into our shared hallway, I saw there were a number of people gathered ... We then walked back to the open doorway of Penthouse 1 where I stood in front of Amber face to face. Amber then stated all of a sudden in a very animated and excited voice, "He hit me! He threw a phone and hit me!" Amber then stretched her neck and head forward for me to look at her face; the morning light in the hallway allowed me to see her face clearly and her face looked to me was without makeup as she faced me. I stated, "I don't see anything?" and I stated "it must be all that beauty that's outshining everything from one side of your face to the other," and then Amber smiled and laughed blushing as she pulled back her neck and head and leaned against the doorway. I was a foot away from her face at this point and I saw no redness or swelling or marks of any kind on her face as she was close to me and looking directly at me...

...The next day, Monday, May 23, 2016... I heard a knock at my door and went to the door. It was Amber Heard standing at my door ... Amber asked if I would take her key and let the cleaning lady into their residence later that day because she wanted to leave the condo. I apologized and told her no I was ill and wasn't up to it and she should ask one of the security guys downstairs to do it. There was plenty of light in the hallway as she stood at my doorway, and I could once again clearly see her face. There were no marks of any kind on either side of her face, there were no

bruises or scratches or any darker spots of any kind. She was at most two feet away from me and her hair was down.

...During the week of May 23, 2016 to May 27, 2016, I saw Amber Heard on multiple occasions in and around our shared residence building. ... In all instances, I had a clear opportunity to see Amber's face clearly, and there were no visible marks on Amber's face at all. [When Mr. Baruch subsequently spoke to Ms. Heard] she replied "I told Johnny I don't want anything from him, the lawyers are doing all of this."

- d. Deposition transcript of Trinity Esparza, head of desk staffing and security at Eastern Columbia Building, a copy of which is at pages 116 to 206 Exhibit JCD1, in which she says:

"She [Amber Heard] said that she had close connections with People Magazine and asked if we could help her ... She just needed help because of that quote that was put out there was stating that the front desk confirmed that we saw her without a mark on her face after the incident had occurred ... We [the Eastern Columbia Building Staff]-- we became aware of the allegation -- the allegations. And so Alex and I discussed that we saw -- that we knew that she didn't have the mark all week long and that she now had it on Friday . I said to both of them, "I saw her and she had nothing on her face." ... we talked about it, obviously it's a huge propaganda. I mean, so we talked about it and we discussed that we saw her previously that week and there was nothing on her face. And then on Friday [May 27, 6 days after she alleged the wifebeating], we saw that she had a mark on her face."

- e. Deposition transcript of Cornelius Harrell, another employee in the Eastern Columbia Building, a copy of which is at pages 207 to 251 of Exhibit JCD1, in which he says:

Q: Okay. Did you work on Sunday, May 22nd?

A· *I did. ...*

Q· *And did you see Amber that day?*

A· *I did.*

Q· *Where was Amber when you saw her that day?*

A· *She came to the front desk and she asked for a package that she received.*

...

[Amber Heard said] *"What I'm expecting is wine." And I gave her wine that she was expecting and she was like, "Thanks."*

Q· *So you had a conversation with Amber --*

A· *Yes.*

Q· *-- for approximately --*

A· *I want to say the whole interaction was probably like five to eight minutes*

Q· *Did you have a chance to -- did you see Amber's face during your conversation with her that day?*

A· *Yes.*

Q· *And did Amber appear to be wearing makeup?*

A· *Um, if so, very minimal.*

Q· *Okay. Did you notice any bruising on Amber's face that day?*

A· *I did not.*

Q· *Did you notice any swelling on her face?*

A· *I did not.*

Q· *Any red marks?*

A· *I did not.*

Q· *Any cuts?*

A· *I did not.*

Q· *Okay. Any injury of any kind on her face?*

A· *No.*

- f. Security Camera Footage from the Eastern Columbia Building of Amber Heard on 24 May 2016.

- g. Text messages between Katherine Kendall, the primary source from the #MeToo movement in the Article, and the reporter from the First Defendant that interviewed her, at pages 252 to 257 of Exhibit JCD1.

The Agreement

13. As referred to in paragraph 8 of Mr Charalambous' witness statement, I was married to Ms Heard from February 2015 until January 2017. In May 2016 Ms Heard filed for divorce. At the same time, Ms Heard sought Domestic Violence Restraining Orders against me. On 27 May 2016, the Superior Court of California, County of Los Angeles ("**the California Court**") granted temporary restraining orders on an ex parte basis ("**the Restraining Orders**").
14. I intended to challenge the Restraining Orders in open court, but before I was able to do so, Ms Heard and I came to an agreement in August 2016 (the "**Agreement**"), which dealt with all the terms of our divorce settlement including a financial settlement in respect of the divorce. Subsequently the marriage was dissolved on 13 January 2017.
15. The terms of the Agreement are set out in the stipulated judgment of dissolution of marriage exhibited to Mr Charalambous' witness statement at Exhibit LC1 pages 90 to 145. As is made clear on page 144, the judgment is a public document.
16. As recorded at paragraph 8.1 of the Agreement, (page 119 of Exhibit LC1), Ms Heard dismissed her Request for Domestic Violence Restraining Orders with prejudice on 16 August 2016. The same paragraph records that both Ms Heard and I agreed that neither of us was the prevailing party. The First Defendant knew about this fact prior to publication, because it reported it in an article on 17 August 2016, a copy of which is at pages 258 to 263 of Exhibit JCD1.
17. Paragraph 8.3 of the Agreement (page 120 of Exhibit LC1), records the agreement that neither I nor Ms Heard would pursue civil actions against the other, including for "*libel, slander or defamation...for any reason in any jurisdiction for anything that occurred for the*

time period through and including the execution of the [Deal Point Memorandum] on August 15/16 2016.”

18. Paragraph 8.4 of the Agreement (page 120 of Exhibit LC1) records that Ms Heard had not filed a police report claiming any criminal wrongdoing on my part. It continues: “[Ms Heard] shall not be limited in any way with fully complying with any valid legal process or cooperating with any law enforcement investigation. In the event that [Ms Heard] is served with any valid legal process relating in any way to [Mr Depp] and/or this dissolution action, [Ms Heard] shall notify [Mr Depp] in writing within 48 hours of receipt of that legal process so that [Mr Depp] may make any and all appropriate and legal objections to such process as he deems necessary.”

19. The confidentiality provisions are set out at paragraphs 20.1 to 20.4 of the Agreement (page 132 of Exhibit LC1). Paragraph 20.1 relates to information on the internet and the media. Paragraph 20.3 records the agreement that neither party to the agreement will “*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.*” That provision has an express carve out “*except as required by law*”.

20. Similarly, paragraph 20.4 provides “*The foregoing shall not be construed or enforced in a manner that would restrict the disclosing party from responding truthfully in response to any inquiry required by legal process.*”

21. Paragraph 21.6 of the Agreement (page 135 of Exhibit LC1) provides: “*This Judgment shall be interpreted fairly and simply, and not strictly for or against either party.*”

22. Paragraph 21.15 of the Agreement (page 137 of Exhibit LC1) states: “*This Judgment, and each of the provisions herein, may not be altered, amended, terminated, modified, or waived, in whole or in part, except by an instrument in writing executed by both of the parties hereto with the same formality as this Judgment, or by further order of the Court.*”

23. Paragraph 21.16 of the Agreement (page 137 of Exhibit LC1) sets out the agreement that the *“Judgment is executed and intended to be performed in the state of California, and the laws of the state of California shall govern its interpretation and effect.”*
24. I believe that the effect of these provisions, which were intended to conclude matters between Ms Heard and I, cannot be construed to prevent me from defending myself from defamation by third parties including bringing a libel action against a third party and, in the event that a Truth Defence is pleaded, giving evidence in those proceedings.
25. It is also clear that Ms Heard and I agreed that it would be the California Court that would determine matters in relation to the Agreement.
26. The first I knew about the Defendants’ position in relation to Ms Heard was a letter dated 30 August 2018 (but not seen by my lawyers until 5 September 2018) from Browne George Ross LLP, Ms Heard’s US lawyers, to my lawyers, Brown Rudnick LLP (**Brown Rudnick**). A copy of their letter is at page 158 of Exhibit LC1. In that letter, Browne George Ross stated that the Defendants’ lawyers had *“asked us to provide evidence in the libel action.”* The Reply and the confidentiality provisions of the Agreement were referred to, and the following request was made: *“In light of the allegations you have made in the UK proceedings, I am now asking that your client expressly release Ms Heard from the confidentiality agreement in order to enable her to fully respond to your public accusations concerning Mr Depp and Ms Heard’s relationship.”* As can be seen from the letter, a general release from the confidentiality agreement was sought; it was not confined to disclosures in these proceedings.
27. I did not, and do not believe that I was under any obligation to, respond to Ms Heard’s lawyers, as Ms Heard is not a party to these proceedings. Nor did I believe (and do not believe now) that, as a result of being libelled by the Defendants, I should be forced to revisit the Agreement or give Ms Heard the wide release sought.
28. On 26 September 2018, Browne George Ross wrote again stating *“We can only infer that your continued silence on a matter which simply requires a “yes” or “no” is a refusal which*

your client does not wish to acknowledge as it exposes the inconsistency of his position.”. I believe that is both an unfair and inaccurate interpretation of my position. A copy of their email is at page 162 of Exhibit LC1.

29. On 19 October 2018, Simons Muirhead & Burton LLP (“SMAB”), the solicitors acting for the Defendants, wrote to Brown Rudnick. A copy of that letter is at page 166 of Exhibit LC1. That letter referred to the Browne George Ross letter of 30 August 2018 and stated, inter alia, that I had breached the terms of the Agreement in (i) my pleadings and (ii) in press statements and that “*as a result*” Ms Heard “*must be released from the terms of the agreement*”. I do not accept that the pleadings amount to a breach of the Agreement. In relation to press statements, that is a matter between Ms Heard and I, and again, I do not believe that I should be forced to address alleged breaches by me of an Agreement to which the Defendants are not a party. As of 19 October 2018, I had not given any indication that I would do anything to prevent Ms Heard from giving evidence. My lawyers made that position clear in their response dated 26 October 2018, a copy of which is at page 169 of Exhibit JCD1. Amongst other things, the letter stated:

“Our client can hardly be criticised for defending himself against published accusations which threaten to destroy his career and are totally false. In the case of the Sun newspaper and Mr Wootton, it appears to be their intention that our client’s career should be destroyed, since the thrust of the article sued on is to excoriate J.K. Rowling for standing behind the casting of our client in a film, instead of re-casting another actor in the role...

You suggest that our client is guilty of abuse of the Court’s process. But he has done literally nothing to obstruct, or impede, or interfere with your clients’ defence of the action. Neither does he have any intention to do so...

Your clients must have expected to be able to prove their case before putting a defence of truth on the record... If they cannot now do so, that is nothing

whatever to do with our client, who, we repeat, has done literally nothing to obstruct, impede or interfere with your clients' defence of the action."

30. On 5 November 2018, SMAB wrote to my lawyers, asserting that my lawyers had not replied to their question namely whether I would "*now release Ms Heard from the confidentiality obligations*" (page 171 of Exhibit LC1). In response, my lawyers repeated that I had done nothing to obstruct, impede or interfere with the Defendants' defence of the action (page 172 of Exhibit LC1). That remains the position.
31. It was not until service of the Application that it became apparent that Ms Heard's lawyers have advised the Defendants that Ms Heard is unwilling to give evidence without being released from the confidentiality proceedings. The letter from Browne George Ross dated 1 November 2018 to SMAB, (page 159 of Exhibit LC1) states:

"Confidentiality provisions of the sort to which Ms Heard agreed are intended to preclude one party's allegations against the other from reaching third parties. Inasmuch as Mr Depp, by bringing suit against the Sun, has by definition involved a third party in his allegations against Ms Heard, we endeavoured to procure a limited confidentiality waiver to enable the Court to adjudicate the merits of Mr Depp's allegations. In keeping with the policy underlying the Judgment's confidentiality provision, we sought a release only for this purpose, and not for any subsidiary reasons such as publicly discussing the incident described in Mr Depp's Particulars of Claim.

I regret that Mr Depp refused to consent to our request, and that absent such consent we are unable to provide the Court with Ms Heard's testimony..."

32. In fact, Browne George Ross' assertion that it had sought a "*limited confidentiality waiver*" was one more fiction. From the letter it appears that Browne George Ross have failed to appreciate that there was no "incident" described by me in the Particulars of Claim. It is the Defendants who pleaded a case of Truth relying on a number of alleged incidents. As explained at paragraph 9 above, I was required to respond to those allegations by law and did so in the Reply.

33. As to the letter from Ms Robinson dated 26 November 2018 referred to in paragraph 32 of Mr Charalambous' witness statement and exhibited at LC1 pp164-5, I note that Ms Robinson simply repeats that Browne George Ross have made clear that "*Ms Heard is unable to provide such evidence absent the consent of Mr Depp because their divorce settlement includes strict confidentiality provisions.*" Ms Robinson then states that it is Ms Heard's US counsel's opinion that both Ms Heard and I are prohibited from "*unilaterally giving evidence in the UK proceedings, and that a decision by either to do so without the other's consent would expose that party to additional legal proceedings in the US to prove liability and damages for breach of contract.*" Insofar as this assertion relates to me, I do not believe that the Agreement could fairly be interpreted as preventing me from giving evidence in the normal course of legal proceedings. I also do not believe that I should be forced by the Defendants in these proceedings, to express a view as to the effect of the Agreement in relation to Ms Heard giving evidence.
34. Ms Robinson repeats the inaccurate assertion that Ms Heard's lawyers had "*simply requested that she be released from the agreement for the sole purpose of giving evidence in these proceedings.*" As I have explained above, the original request related to, or appeared to relate to, a much broader general release.
35. I note that Ms Robinson states that Ms Heard:
- "should not be required to go to the expense of obtaining a US court order to release her from confidentiality obligations to be able to answer factual matters raised in these proceedings, which have been brought by Mr Depp and at his initiative.*
- In bringing these proceedings, Mr Depp is calling into question the veracity of Ms Heard's account of domestic violence. Mr Depp should not be permitted to use defamation proceedings in the UK to vindicate his reputation while holding Ms Heard to confidentiality proceedings (sic) to prevent her from answering truthfully about the factual matters which will determine these proceedings."*

36. I repeat that I have not done anything to “prevent” Ms Heard from giving evidence. I also draw the Court’s attention to the fact that Ms Robinson appears to accept that Ms Heard could, if she so wished and believes it is necessary to do so, seek the assistance of the California court. For the avoidance of doubt, if Ms Heard were to make an application to the California court for an order allowing her to give evidence in these proceedings, I would not oppose any such application.

37. In addition, the position set out by Ms Robinson, namely that Ms Heard feels bound by the confidentiality provisions of the Agreement, is inconsistent with various sly but unmistakable comments that she has herself made in the media after the date of the Agreement. For example:

a. A 25 November 2016 Public Service Announcement on “violence against women” that Ms. Heard produced and distributed on the Internet with #girlgaze, and which referred indirectly but unambiguously to her allegations that I had violently abused her: *“When it happens in your home behind closed doors, with someone you love, it’s not as straightforward ... As a woman having gone through this, in a public stage, in the public arena.”* (pages 264 to 265 of Exhibit JCD1)

b. A 20 December 2018 op-ed in the Washington Post titled: “I spoke up against sexual violence – and faced our culture’s wrath,” Ms. Heard did not name me but pointed unambiguously to the time period of her false allegations against me for the avoidance of anyone’s doubt to whom she is referring and accusing: *“two years ago, I became a public figure representing domestic abuse, and I felt the full force of our culture’s wrath for women who speak out.”* (pages 266 to 268 of Exhibit JCD1)

38. Without any waiver of privilege, I have been advised that Ms Heard’s actions have for years breached the confidentiality provisions of the Agreement.

The Application

39. It was not until service of the Application that the Defendants made clear that the release was limited to “*disclosure or communication that may be made to the Defendants or their legal representatives for the purpose of these proceedings, and (b) any evidence for the purpose of these proceedings.*” As I have explained above, the correspondence prior to issue of the Application did not limit the requested release in this way. I have never stated that Ms Heard is prevented by the Agreement from giving evidence; on the contrary it is Ms Heard’s lawyers who have apparently adopted that position.
40. I understand that the Defendants will be submitting that I am abusing the court’s process. I find that allegation highly offensive. It is the Defendants who have chosen to both publish and defend as true very serious false allegations against me. They chose to revive false accusations against me knowing that there was a settlement between my ex-wife and I. By pleading Truth they are forcing me to give evidence about a matter which has been settled.
41. I note that in a recent article published on the hollywoodreporter.com website, it has been reported that my legal team had “refused” to allow Ms Heard to give evidence, and has “*even threatened to sue her for violating her NDA if she does*”. A copy of the relevant article is at pages 269 to 276 of Exhibit JCD1. It is important to me that this misinformation is corrected. As far as I understand it, no such threat has ever been made, and my legal team has not “refused” to allow Ms Heard to give evidence.
42. I wish to make clear that I have no concern about Ms Heard being called by the Defendants. My primary objective in bringing these proceedings is to ensure as far as is possible that other media outlets will not repeat similar allegations to those published by the Defendants. I knew from the outset that there was a possibility, in the event that Truth was pleaded, that this litigation would result in a trial involving determination of the facts in respect of the alleged underlying events. I find it insulting that the Defendants are now trying to portray me as seeking vindication on a false basis.
43. I do not believe that it was ever the intention of parties to my divorce proceeding that the Agreement should prevent either one of us suing third parties (as opposed to each other) for

libel. Once the Truth Defence was put on the record, I was obliged to respond to that Defence in my Reply. I intend to give evidence of the facts pleaded in the Reply.

Prior publicity

44. Ms Heard's allegations were never tested in the California Court. There was, however, a huge amount of publicity about the allegations. Mr Charalambous refers to this coverage at paragraph 12 of his witness statement but does not make clear that much of that coverage was published prior to the Agreement and/or contained information which contradicted Ms Heard's position. For example, the Variety article referred to in paragraph 13 of Mr Charalambous' witness statement and exhibited at Exhibit LC1 page 62, contains a statement from law enforcement officials stating that investigators had found no evidence of an assault and that Ms Heard did not want to file a criminal report. This article was published very shortly after Ms Heard had obtained the temporary restraining orders.
45. The EOnline publication referred to in paragraph 14 of Mr Charalambous' witness statement and exhibited at Exhibit LC1 pages 63-69 records that Ms Heard had withdrawn her request for a restraining order.
46. The MailOnline article referred to in paragraph 15 of Mr Charalambous' witness statement and exhibited at Exhibit LC1 pages 70-87 was published shortly after Ms Heard had obtained the restraining orders, and again, included information from the LAPD.
47. The article by iO Tillet Wright (a witness for Ms Heard in the US proceedings) referred to in paragraph 16 of Mr Charalambous' witness statement and exhibited at Exhibit LC1 pages 88-89 does not name me (although I accept that it relates to me). It was published prior to the settlement agreement.
48. I could not take action against articles that fairly and accurately reported court proceedings. Unlike the articles relied on by the Defendants, *The Sun* article I am suing on was published a long time *after* the Agreement. It does not contain any denial on my part, or the evidence which contradicted Ms Heard's account, nor does it record that the Ms Heard withdrew the

restraining orders. It alleges that I paid Ms Heard £5m in respect of the domestic violence allegations. For those reasons I do not accept Mr Charalambous' assertion in paragraph 12 of his witness statement that the articles listed above provide "*the context in which The Sun's article was published.*" The Article was deliberately aimed at driving me out of the industry in which I have worked my entire life and wish to continue working in. I am confident I can disprove the Defendants' allegations for the reasons set out in paragraphs 2.9.4 and 2.9.5 of the Reply and at paragraphs 9-12 above, whether Ms Heard gives evidence or not.

Comments to the press

49. At paragraphs 23 to 26 of his witness statement, Mr Charalambous refers to a GQ article and an Entertainment Weekly article. In reliance on those articles he states that I am bringing this case "*to convince the world that Ms Heard lied when she accused him of domestic violence*". That is incorrect, my purpose in bringing this action is to stop false and defamatory publications.

Ms Heard's position

50. I have addressed the correspondence from Ms Heard's lawyers above. Mr Charalambous states at paragraph 32 of his witness statement that "*Ms Heard has no desire to set aside the divorce agreement, nor to become involved in legal proceedings in the US which will involve further costs and publicity.*" The absurdity of this statement was shown on 12 October 2018, when Ms Heard served notice of an "Arbitration Demand" dated 11 October 2018 that she hoped would be resolved by the Hon Louis M. Meisinger (Ret). In a 3 January 2019 Hollywood Reporter article titled: "*I Was Petrified of the Monster": Johnny Depp, Amber Heard Legal Documents Shed New Light on Dual Abuse Accounts - Ms. Heard's lawyer Eric George disclosed the arbitration they were seeking as a desperate measure and inaccurately described both the issues supposedly at stake and the status of the non-existent proceedings: "Mr Depp's ongoing defamation and violation of the parties' confidentiality agreement is already the subject of a pending arbitration."*

Conclusion

51. I do not believe it is fair or right that the Defendants should be permitted to defame me, plead Truth, and then strip me of my ability to defend myself and defend my rights, because Ms Heard protests that she cannot give evidence without breaching the Agreement. If Ms Heard believes that it is necessary for the Agreement to be varied, she should address those issues before the California Court. For the avoidance of any doubt, I have taken no position as to whether Ms Heard can provide evidence in these proceedings.

I believe that the facts stated in this witness statement are true.

Signed

John Christopher Depp II

Date: 22 January 2019

On behalf of: Claimant
Witness: John Christopher Depp
II
No: First
Date: 22 January 2019

Claim No. HQ18M01923

**IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION
MEDIA AND COMMUNICATIONS LIST**

BETWEEN:

JOHN CHRISTOPHER DEPP II

Claimant

- and -

(1) NEWS GROUP NEWSPAPERS LTD

(2) DAN WOOTTON

Defendants

**FIRST WITNESS STATEMENT OF
JOHN CHRISTOPHER DEPP II**

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