

FILED
APR - 1 2022
JOHN T. FREY
Clerk of the Circuit Court
of Fairfax County, VA

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JOHN C. DEPP, II,

Plaintiff and Counter-defendant,

v.

AMBER LAURA HEARD,

Defendant and Counter-plaintiff.

Civil Action No.: CL-2019-0002911

**COUNTERCLAIM PLAINTIFF AND DEFENDANT AMBER LAURA HEARD'S
MOTION FOR RECONSIDERATION REGARDING
MOTIONS *IN LIMINE* NOS. 2 AND 20
(**CONFIDENTIAL UNDER SEAL**)**

Counterclaim Plaintiff Defendant Amber Laura Heard moves for reconsideration of this Court's March 30, 2022 ruling regarding Ms. Heard's Motion *in Limine* No. 2: Any Evidence, Testimony, or Allegations of Criminal Conduct against Ms. Heard Should be Excluded Based on Virginia's Rules of Evidence and Relevance ("Motion *in Limine* No. 2") and Motion *in Limine* No. 20: All Correspondence (Letters and Emails) re Any Warner Bros. Stipulation or Declaration and their Contents Should be Excluded from Evidence ("Motion *in Limine* No. 20").

Motions to Reconsider may be granted to prevent "manifest injustice, or clear error." *Commonwealth ex rel. FX Analytics v. Bank of New York Mellon*, 84 Va. Cir. 473 (Fairfax Cty. 2012). As described below, Ms. Heard requests this Court to reconsider its ruling for a few separate and distinct reasons to prevent manifest injustice to Ms. Heard and to correct clear error.

1. Ms. Heard's Motion *in Limine* No. 2

With respect to Motion *in Limine* 2, Mr. Depp has once again defied the principles of the sword/shield doctrine. In February of this year, he was adamant that the Australia dogs incident

was completely irrelevant to this case and represented to this Court that there would be no questions about the dogs incident in Australia:

MR. CHEW: It's just funny -- I mean, I'm sorry, Your Honor, but it's a funny thing, but the issue -- the issue of the dogs in Australia is not part of this case. I mean, I would respectfully submit that it was a side show. They submitted a declaration of the former property manager for Mr. Depp while they were together, and he said in the declaration that Ms. Heard ordered him and her then-personal assistant to lie in Australia about their bringing the dogs into Australia, and he refused to lie on her behalf. What is relevant in that declaration and is part of this case is that he observed the two together, and he never saw Mr. Depp engage in any violence, never saw any marks on Ms. Heard, and to the contrary he saw Ms. Heard frequently yell at Mr. Depp and abuse him, not physically but --

THE COURT: So you won't be asking questions about dogs.

MR. CHEW: We're keeping -- I think we would not insult the Court by bringing the dogs into the court.

THE COURT: All right. Well, then it doesn't seem to be relevant.

MR. NADELHAFT: And just so it's clear for everybody, no dogs -- no investigations of

MR. NADELHAFT: Okay. So -- all right. I just want to make sure, then, because if it goes into Mr. Depp's bodyguard starting to talk about Ms. Heard with the investigation and anything she said there, that -- he's saying that that's now not going to be part of the case. I just want to make sure of that.

THE COURT: Is that what we're saying?

MR. CHEW: I don't believe we're litigating the issue of the dogs, Your Honor.

THE COURT: Okay.

Att. 1., 2/11/22 Hearing Tr. 26:19-28:20. The Court denied Ms. Heard's Motion to Compel with respect to documents referring to or reflecting the purported investigation of Ms. Heard in Australia based on Mr. Depp's representations to this Court that he would not "would not insult the Court by bringing the dogs into the Court," but now, Mr. Depp seeks to introduce such evidence to attempt to discredit Ms. Heard.

Mr. Depp has also misrepresented the law, on which this Court now relies, pertaining to unadjudicated perjuries. Rule 2:608(b) provides the general rules that “(1) specific instances of the conduct of a witness may not be used to attack or support credibility; and (2) specific instances of the conduct of a witness may not be proved by extrinsic evidence.” Va. S. Ct. Rule 2:608(b). In addition, Rule 2:608(d), provides the correct statement of the law on unadjudicated perjury. It provides, “**If the trial judge makes a threshold determination that a reasonable probability of falsity exists, any witness may be questioned about prior specific instances of unadjudicated perjury. Extrinsic proof of the unadjudicated perjury may not be shown.**” Va. S. Ct. R. 2:608(d) (emphasis added). Furthermore, in *Lambert v. Commonwealth*, cited by Plaintiff, the Court narrowly held that cross-examination was permitted where the witness *admitted* the prior perjury and the court still excluded extrinsic evidence of the perjury. 9 Va. App. 67, 70 (1989) (“the evidence of the prior untruthful act by the witness came from the witness herself.”). Here the Court has made no threshold determination that there is a reasonable probability of falsity about whether Ms. Heard committed perjury regarding the dogs, nor has she admitted to committing perjury. Ms. Heard was not charged with perjury under Australian law, and the Australian Code section at issue does not bear any resemblance to Virginia’s perjury law under Va. Code § 18.2-434. For example, there is no sworn oath or “statement under penalty of perjury” requirement. Nowhere in the decision does it say Ms. Heard pled guilty to perjury. **Att. 2.** In fact, the word “perjury” is not used anywhere in the decision. *Id.*

Furthermore, Ms. Heard was not “convicted” of any crime, so Rule 2:609(a) (derived from Code § 19.2-269) does not permit this evidence for impeachment. *Bright v. Commonwealth*, 31 Va. App. 466 (2000) (holding trial judge erred by admitting an order of conviction during the guilt phase of appellant's trial because the order was not final because the

jury's sentence had not been imposed and a final order had not yet been entered); *Webb v. Commonwealth*, 13 Va. App. 466 (2000) (“It is, therefore, now well established in our jurisprudence that a “conviction” ordinarily embraces both an adjudication of guilt and a related sentence, thus concluding a prosecution by final order.”).

Likewise, allegations that Ms. Heard lied to immigration authorities about the true status of Savannah McMillen’s employment status in the U.S. are not admissible and should be excluded under Rules 2:608(d) and 2:609. The Court has not made any threshold determination of falsity of statements in the immigration letter required under 2:608(d) and Ms. Heard has not admitted to falsity of any statements. Furthermore, there was no charge, much less no “conviction” under Rule 2:609. Evidence related to these events should be excluded in its entirety. Moreover, even if cross-examination were to be permitted, extrinsic evidence may not be shown pursuant to Rule 2:608(d). Thus, the testimony of Ms. James would be inadmissible.

With respect to the 2009 arrest in King County, it is crystal clear the charges were dropped and therefore there was no conviction. **Att. 3**. Therefore, this evidence is not admissible under Rule 2:609. It is also inadmissible under Rule 2:608(a) as it does not pertain to Ms. Heard’s character for truthfulness.

Evidence of these instances will be highly prejudicial to Ms. Heard with little probative value in this case. To prevent clear error and unfair prejudice to Ms. Heard, this Court should exclude evidence of these specific instances.

2. Ms. Heard’s Motion in Limine No. 20

On March 30, this Court ruled that Rule 2:408 did not apply to a letter from counsel for Warner Bros. stating what they would be willing to provide in a Declaration in exchange for not being deposed, **Att. 4**, and a subsequent proposed Stipulation from Ms. Heard to resolve the

discovery dispute. **Atts. 5-6.** This evidence falls squarely within Rule 2:408 as an offer of “valuable consideration in compromising or attempting to compromise the claim.” V. S. Ct. R. 2:408(1); *see also Agelasto v. Frank Atkinson Real Estate*, 229 Va. 59, 65 (1985) (applying the general bar to offers of compromise where there was not “an express admission of liability made during negotiations for a compromise.”). Ms. Heard’s overture was an offer to compromise her claim (i.e. reduce her damages) and was not an express admission of liability. Ms. Heard stands by her claims pertaining to Warner Brothers and did not make any express admissions, so Rule 2:408 applies. This Rule is intended to encourage settling disputes among the parties and, as Plaintiff noted, it “insulates . . . discussion **from possible adverse consequences** of their frank and open statements.” *In re AH Robins Co., Inc.*, 197 B.R. 568 (E.D. Va. 1994) (emphasis added). Without assurances from the Court that statements like those at issue here will not be improperly used, there is little incentive for the parties to limit the scope of a dispute, which is precisely what Ms. Heard was trying to do. This evidence of an attempt at resolving an issue in dispute would confuse the jury and be otherwise unfairly prejudicial, with no probative value.

Furthermore, the letter from counsel for Warner Bros. constitutes complete hearsay. Plaintiff clearly intends to offer the statements within the letter from the attorney to attempt to prove the truth of the matters asserted therein (Va. S. Ct. R. 2:801(c)). Plaintiff has failed to cite any exception to the Hearsay Rule that would render these communications admissible. The Court should reconsider its ruling to prevent manifest injustice and correct its clear error.

CONCLUSION

For these reasons, Counterclaim Plaintiff and Defendant Amber Laura Heard requests the Court reconsider its March 30, 2022 ruling and grant the remainder of her Motion *in Limine* No. 2, and grant her Motion in *Limine* No. 20.

Dated this 1st day of April 2022.

Respectfully submitted,

Amber L. Heard



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Adam S. Nadelhaft (VSB No. 91717)
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Plaintiff Amber Laura Heard

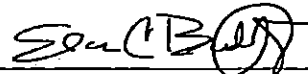
CERTIFICATE OF SERVICE

I certify that on this 1st day of April 2022, a copy of the foregoing shall be served by hand-delivery at Fairfax County Courthouse:

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*Counsel for Plaintiff/Counterclaim
Defendant John C. Depp, II*



Elaine Charlson Bredehoff (VSB No. 23766)



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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

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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:

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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

ON BEHALF OF THE PLAINTIFF, MR. DEPP:

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ON BEHALF OF THE DEFENDANT, MS. HEARD:

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I N D E X

PAGE

Hearing on Motions

5

E X H I B I T S

(None.)

1 moment, but it was clear he was his agent at the
2 time, and Mr. Depp would still have custody or
3 control over an attorney working for him. He's
4 allowed to get his files from Mr. Waldman.

5 And it's not only related to solely to
6 Mr. Waldman. It's any agents or employees of
7 Mr. Depp. We have this evidence of Mr. Waldman
8 doing this, but that -- I mean, that's what we can
9 point to today, but it's not -- the request is not
10 solely limited to Mr. Waldman.

11 THE COURT: I understand, but based on
12 the proffer that they have turned over everything
13 on this and we have gone through this before, I'm
14 going to deny 13.

15 All right. Next one?

16 MR. NADELHAFT: Okay. Request Number --
17 Revised Request 14 regarding documents or
18 communications referring to or reflecting any
19 purported investigation of Ms. Heard in Australia.

20 As I'm understanding Mr. Depp's position
21 now, they're saying it's not -- the issue is not
22 relevant to this case. If that's their issue -- if

1 that's what they're saying, then we won't -- we're
2 not going to be trying to put this forward. This
3 wouldn't be something -- we're not going to be
4 showing investigations of Ms. Heard in Australia.
5 But we understand that they are making -- that
6 that's going to be an issue that they raise, and
7 then we should have discovery on that.

8 If they're not making it an issue, if
9 they're saying it's totally irrelevant, then we
10 won't have this request. And while you couldn't
11 rule today whether that can come in or not, we can
12 deal with that on a motion in limine.

13 But if they're saying it's totally
14 irrelevant, we won't make this request. But if
15 they're claiming it is relevant, then we need this
16 discovery to be able to defend against these
17 accusations of the investigations of Amber.

18 THE COURT: All right. Thank you, sir.

19 MR. CHEW: It's just funny -- I mean, I'm
20 sorry, Your Honor, but it's a funny thing, but the
21 issue -- the issue of the dogs in Australia is not
22 part of this case. I mean, I would respectfully

1 submit that it was a side show. They submitted a
2 declaration of the former property manager for
3 Mr. Depp while they were together, and he said in
4 the declaration that Ms. Heard ordered him and her
5 then-personal assistant to lie in Australia about
6 their bringing the dogs into Australia, and he
7 refused to lie on her behalf.

8 What is relevant in that declaration and
9 is part of this case is that he observed the two
10 together, and he never saw Mr. Depp engage in any
11 violence, never saw any marks on Ms. Heard, and to
12 the contrary, he saw Ms. Heard frequently yell at
13 Mr. Depp and abuse him, not physically but --

14 THE COURT: So you won't be asking
15 questions about dogs.

16 MR. CHEW: We're keeping -- I think we
17 would not insult the Court by bringing the dogs
18 into the court.

19 THE COURT: All right. Well, then it
20 doesn't seem to be relevant.

21 MR. NADELHAFT: And just so it's clear
22 for everybody, no dogs -- no investigations of

1 Ms. Heard in Australia. If that's the case, then
2 we're not -- then we have no issue --

3 MR. CHEW: I don't believe that's part of
4 this case, Your Honor.

5 THE COURT: All right.

6 MR. CHEW: I mean, her credibility is at
7 issue in this case repeatedly, but...

8 THE COURT: Okay. All right.

9 MR. NADELHAFT: Okay. So -- all right.
10 I just want to make sure, then, because if it goes
11 into Mr. Depp's bodyguard starting to talk about
12 Ms. Heard with the investigation and anything she
13 said there, that -- he's saying that that's now not
14 going to be part of the case. I just want to make
15 sure of that.

16 THE COURT: Is that what we're saying?

17 MR. CHEW: I don't believe we're
18 litigating the issue of the dogs, Your Honor.

19 THE COURT: Okay.

20 MR. NADELHAFT: Okay. Thank you.

21 THE COURT: All right. Next one?

22 MR. NADELHAFT: Okay. This is in

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TRANSCRIPT OF PROCEEDINGS

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MAGISTRATES COURT

B. CALLAGHAN, Magistrate

MAG-164799/15

POLICE

Complainant

and

AMBER LAURA HEARD

Defendant

SOUTHPORT

2.30 PM, MONDAY, 18 APRIL 2016

DECISION

Any Rulings that may be included in this transcript, may be extracted and subject to revision by the Presiding Judge.

WARNING: The publication of information or details likely to lead to the identification of persons in some proceedings is a criminal offence. This is so particularly in relation to the identification of children who are involved in criminal proceedings or proceedings for their protection under the *Child Protection Act 1999*, and complainants in criminal sexual offences, but is not limited to those categories. You may wish to seek legal advice before giving others access to the details of any person named in these proceedings.

BENCH: Okay. Just before we start, I think how I dealt with the exhibits is probably not correct. So what I might do – Mr Kirk, do you wish to read and file the affidavit of Ms Heard, so that that - - -

5

MR KIRK: Yes.

BENCH: - - - can become a document of the court?

10 MR KIRK: I do, your Honour.

BENCH: That then would leave the USB sticker as exhibit - - -

UNIDENTIFIED SPEAKER: It's 1.

15

BENCH: - - - 1, or is – that was 2, wasn't it?

UNIDENTIFIED SPEAKER: It was 1.

20 BENCH: What was – it was 1, and the references, exhibit 2, and the rest of the documents would be documents of the Court.

MR CALLAGHAN: Thank you, your Honour.

25 BENCH: Am I correct?

MR CALLAGHAN: I have no issue with that.

30 BENCH: Yes. That's how we'll divide it up. So that the rest of the documents just become the documents of the court.

MR CALLAGHAN: Yes.

MR KIRK: [indistinct]

35

BENCH: Okay. All right. Okay. First of all, Ms Heard, normally, I would deal with this with you standing, but I've got a bit to say. So please be seated. I intend to deal with this through – pursuant to section 19B of the Crimes Act, but I – I need to put some words on – some words on tape. Okay.

40

45 So first of all, Ms Heard has pleaded guilty to producing a document to the Australian Customs that was false. On the 28th of August 2014, both dogs were issued with certificates of vaccination for rabies by a Dr Hebbert from the animal hospital in the USA. On the 28th of October 2014, both dogs were examined at the same animal hospital, concerning the follow-up testing for travel, and that was travel to Australia. On the 26th of November 2014, declarations were issued for both dogs indicating rabies vaccinations were current.

On the 21st of April 2015, a private plane arrived at the Brisbane Airport and was met by quarantine and customs officers. Ms Heard was on board that plane, as were the dogs. Ms Heard completed an incoming passenger card, and in response to the question on that card:

5

Are you bringing into Australia animals, parts of animals, etcetera?

Ms Heard answered no. That answer was false. It is acknowledged that Ms – Ms Heard was – has routinely complied with customs and quarantine requirements for travel around the world when travelling with her dogs, and this is – there has been, on some occasions – this has, on some occasions, required her to change travel plans when those requirements have not been met in time.

On the 12th of May 2015, the principal vet officer for the – veterinary officer for the Department of Agriculture was contacted by a person who identified himself as an employee of Ms Heard’s husband. He had been instructed to contact the department following issues raised in the media with regards to the dogs’ presence in Australia. The media coverage alerted Ms Heard and her husband to the potential issues regarding documentation relating to the dogs.

20

The department were provided with veterinary records for both dogs and were advised the dogs were available for inspections. The dogs had been isolated and had not been in contact with any other animals. On the 13th of May 2015, the principal veterinary officer attended an address, where he examined the two dogs and confirmed that each dog microchip matched their veterinary records. The dogs were healthy, showing no signs of illness or disease.

25

There were no permits issued by the Director of Quarantine allowing the importation of those dogs into Australia. On the 13th of May 2015, both dogs were ordered into quarantine, and a direction was issued where they’d be re-exported within 72 hours. On the 15th of May 2015, both dogs were taken from Australia.

30

On the 13th of October 2015, Ms Heard provided an unsworn statement to the Prosecution regarding her actions and state of mind relevant to the offence, and on the 3rd of November 2015, there was an indication that she would plea to the charge that she made the false statement, on the basis that the other two charges were discontinued. That has, in effect, occurred today, and it is clearly a timely plea.

35

There have been a number of references placed before the Court, and I won’t go into them, but, clearly, all of them speak of Ms Heard’s generosity, commitment and kindness, and these indicate that she is just not another celebrity on the charity bandwagon, if I – if I can be – if I could put it that way. She is clearly a good person, and these people speak highly of her. She has been involved in many charitable causes in a very active way and has been so for a very long time, certainly since her teens, and I do take that into account.

40

45

5 Of the facts relating to this matter, at the time of Ms Heard's departure for Australia in April 2015, Ms Heard was unaware the documentation for the dogs' importation into Australia had not been complete. She relied on staff to organise that, along with other travel arrangements. Just prior to Ms Heard leaving for Australia, her assistant, one of the staff responsible for that documentation, had been dismissed from her employment in acrimonious circumstances. There were difficulties associated with this, and that had repercussions on the preparation of the documentation concerning the importation of the dogs.

10 Further to this, Ms Heard had a belief that, at the time of arriving – that the form she filled out did not cover her pets. She believed that the relevant paperwork had been completed for the dogs and provided to the Australian authorities separately. I accept that she did not set out to deliberately deceive the Australian authorities. I also accept that it's not a question of a person believing she's above the law.

15 In her pleading guilty, she accepts her responsibility for the offence. Her actions indicate she is truly remorseful for incorrectly filling out that form. It has been submitted by Mr Kirk that this ought to be dealt with pursuant to section 19B of the Crimes Act, and as I indicated at the very outset – that that is how I intended to deal with it. That involves a two-stage step.

25 First of all, I say at the outset this is not a trivial offence. Ms Heard comes before the Court without any criminal history. References provided speak of her generosity and kindness, as I've already spoken about. She's employed as an actor, and this requires a great deal of international travel. Sometimes she travels with her dogs, sometimes not. She's always complied with the various rules and regulations concerning such travel. No doubt a conviction being recorded will have an effect on her ability to travel.

30 The third factor concerning whether or not – whether or not I ought to consider dealing with this pursuant to section 19B is the extent to which the offence was committed under extenuating circumstances. The Defence submits that the extenuating circumstances under which this offence was committed included her belief that she was not required to declare the dogs, and this belief was based on her previous experience in travelling with her dogs, and also her belief that her staff had dealt with all of the documentation required for the dogs.

40 Given the amount of travel that Ms Heard is required to do, and her reliance on staff, that is not unsurprising. I do accept that those – that these – that this offence was committed under extenuating circumstances. I've quite deliberately not drawn reference to the fact that she was tired, because people travelling in and out of Australia are tired. It's a long way. We're a long way from anywhere, except New Zealand.

45 I find that, given Ms Heard's character and antecedents and the fact that this offence was committed under extenuating circumstances, that I ought to consider whether or not it would be inexpedient to inflict any punishment, or any punishment other than a

nominal punishment, on Ms Heard. In considering this, all of section 16A of the Crimes Act comes into play.

5 I've had regard to all of the circumstances of this case. There's genuine remorse and a high – a high degree of cooperation. Ms Heard has returned to this country to have this matter dealt with, and her and her husband have provided a video with regards to not making a false declaration. This video no doubt will be quite useful for the department.

10 A conviction being recorded will have a very real effect on Ms Heard's ability to travel for her work. The cases cited from the Prosecution, where it's desirable that countries be aware of convictions being recorded are not relevant in this case. Ms Heard has never before deliberately flouted the laws of any country regarding the importation of her pets, and these were extenuating circumstances, as I have said.

15 I have no doubt that this whole matter has had a real impact upon Ms Heard, and given the level of public scrutiny both she and her husband have been subjected to, I find that personal deterrence is not a factor that I really have to give consideration to, because there's no doubt in my mind that this won't happen again.

20 With regards to the general deterrence, I think, quite frankly, the department's better off using that video that have been provided by Mr Depp and Ms Heard with regards to not making a false declaration and the real impact that it could have on this country. That's of far more benefit to this country than anything else that I may do
25 with regards to recording a conviction on Ms Heard. So, therefore, I'll be dealing with it, as I said, pursuant to 19B of the Crimes Act.

BENCH: Yes, Mr - - -

30 MR CALLAGHAN: Does your Honour require any assistance with the order? There is a pro forma, if that's of any use to you.

BENCH: Absolutely. Be of use to my assistant.

35 MR CALLAGHAN: Thank you.

BENCH: Thank you. Thank you. Okay. Stand up, please, Ms Heard. Pursuant to section 19B(1)(d), the charge against you is proven. However, by order, I release
40 you without proceeding to conviction, upon you giving security by recognisance in the sum of \$1 000, conditional that you be of good behaviour for a period of one month.

45 The – the purpose and the effect of the order is that you must be of good behaviour for one month and not commit any further offences, and if you do, you could be called upon to pay the \$1000. There is no conviction recorded. So what I'm going to do is ask for the courtroom to be cleared. Ms Heard, if you can remain, please, my – my assistant will deal with the – with the paperwork, and that will be dealt with

very shortly. So if the – if the courtroom could please – if everybody can clear the courtroom, so that it can be dealt with, and I – please adjourn the Court.

5 _____

Neigel-Britt, Brenda

From: Neigel-Britt, Brenda
Sent: Wednesday, November 30, 2011 10:42 AM
To: 'JoAnn.Carrasquillo@wsp.wa.gov'
Subject: RE: VANREE, AMBER

Oh, thanks. I will send a correction letter to her attorney. I will try to remember this for the next one. Thanks for your help!

Brenda

From: JoAnn.Carrasquillo@wsp.wa.gov [mailto:JoAnn.Carrasquillo@wsp.wa.gov]
Sent: Wednesday, November 30, 2011 10:36 AM
To: Neigel-Britt, Brenda
Cc: Jennifer.Perry@wsp.wa.gov
Subject: VANREE, AMBER

Good morning Brenda, I received your voice mail this morning regarding the record for SID#WA25311008, Name VANREE, AMBER, DOB 04/22/1986, contributing ORI WAKC50000, originating ORI WA0173200, charge of 0113400 ASSAULT-4 DV, Case#CPSD13529.

We have updated our database with no charges filed based on the letter received from the Prosecutors Office.

Correction Notices are used to update incorrect arrest information and the disposition shows the outcome of the case.

Normally, a pink disposition would be sent in to reflect no charges filed, but we will accept the letter from the Prosecutor's Office as the source document.

Please let me know if you have any more questions on this record.

Thanks
Jo Ann

Washington State Patrol
Correctional Records Technician 1
(360) 534-2129

008

RESPONDENT'S EXHIBITS

EX. NO. 507 - pg. 008

F1217

DEPP00012362

PLAINTIFF'S TRIAL EXHIBIT 0112_0008

C.2009 2162

King County Prosecuting Attorney
Criminal Division
District Court Domestic Violence Unit

DECLINE

TO: Officer: Beverly Leonard
Police Agency: Port of Seattle PD
Unit/Precinct:

Date: 26 October 2009

FM: Fletcher Evans
District Court DV Unit
South Division
Office of the Prosecuting Attorney
Regional Justice Center
401 4th Ave. N.
Suite 2A
Kent, WA 98032-7400
(206) 205-7422

RE: Defendant: AMBER VAN REE

Citation # CPS013529

Charges: [REDACTED]
[REDACTED]

Date of Vio: 14 September 2009

Thank you for your report. However, we are declining this case for the following reason:

In order to convict Amber Van Ree of Assault in the [REDACTED] the State would have to prove beyond a reasonable doubt that Van Ree intentionally assaulted [REDACTED]. Although the State does not have to prove that an injury resulted from the assault, the State would have to show that the contact was offensive to the victim. In this case, there is no signed statement from [REDACTED] indicating that she was offended by Van Ree grabbing her arm, not that the contact caused pain. In addition, due to the minimal nature of the assault and that fact that both victim and suspect are residents of California, we are declining to file charges at this time. Please feel free to resubmit the case for reconsideration should the victim chose to give a statement.

001.

RESPONDENT'S EXHIBITS

EX. NO. 507 - pg. 003

F1212

DEPP00012357

PLAINTIFF'S TRIAL EXHIBIT 0112_0003

February 3, 2022

T 310.229.0455
F 310.229.9901
MJOconnor@Venable.com

VIA ELECTRONIC MAIL

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Camille M. Vasquez, Esq.
Samuel A. Moniz, Esq.
Honieh Udenka, Esq.
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Attorneys for Defendant and Counterclaim Plaintiff
AMBER LAURA HEARD

Re: *Depp v. Heard*, California Case No.: 19STCP04763
Case No.: CL-2019-002911 (Action Pending Outside California)

Dear Counsel:

As you know, this firm is counsel to Non-Party Warner Bros. Entertainment Inc. (“WBEI”) in connection with the Deposition Subpoena for Personal Appearance (“Deposition Subpoena”) and Subpoena for Production of Business Records (the “Document Subpoena”) served on WBEI by Plaintiff John C. Depp, II (“Depp”). We write to meet and confer regarding the Deposition Subpoena in an effort to avoid motion practice.

WBEI is a third party that has *nothing* whatsoever to do with this litigation. Nevertheless, in response to the Document Subpoena, WBEI has already produced the contract between WBEI and Defendant and Counterclaim Plaintiff Amber Laura Heard (“Heard”), as well as two option letters, for the motion pictures *Aquaman* and *Aquaman 2*. There is no dispute that Heard was cast in both *Aquaman* and *Aquaman 2* and paid for her services per her contract; the continued attempts to involve WBEI in this lawsuit due to speculative and baseless claims is improper and unwarranted.

February 3, 2022

Page 2

We understand that the reason the parties seek to depose WBEI in this lawsuit is based on Heard's apparent claim that WBEI delayed in exercising her option for *Aquaman 2* because of her dispute with Depp and that this delay resulted in her not being able to renegotiate her contract for additional compensation on *Aquaman 2*. This is simply not true. As WBEI communicated to Heard's agent at the time, there were creative concerns with continuing to cast Heard in the role of Mera for *Aquaman 2*, the subject of which were communicated to Heard's agent. Any alleged delay by WBEI in picking up Heard's option as Mera for *Aquaman 2* was not due to her dispute with Depp or any of the allegations in this lawsuit. Moreover, Heard could not have negotiated for more money for her role in *Aquaman 2*, even with more time, as she apparently speculated at her deposition. There is simply no basis for Heard's claims.

As set forth below, WBEI is willing to submit a declaration under penalty of perjury to this effect. Moreover, as a non-party, WBEI has limited information about the progress of the litigation, discovery to date, and issues raised by the pleadings or adjudicated by the Los Angeles Superior Court or the Virginia Circuit Court of Fairfax County. Given WBEI's willingness to submit a declaration, and that, as a non-party, WBEI is entitled to heightened protection from discovery that imposes an undue burden, no deposition of WBEI should go forward. *See, e.g., Calcor Space Facility, Inc. v. Super. Ct.*, 53 Cal. App. 4th 216, 225 (1997) ("The concerns for avoiding undue burdens on the 'adversary' in the litigation . . . apply with even more weight to a nonparty.").

To avoid the substantial burden of a WBEI deposition, whose employees are still largely working remotely because of the continuing COVID-19 pandemic, WBEI is willing to serve the parties with a sworn declaration setting forth the following facts:

- Any delay in WBEI picking up Heard's option for *Aquaman 2* was due to creative issues in casting Heard in the role of Mera for *Aquaman 2*, which were communicated to Heard's agent at the time.
- Any delay in WBEI picking up Heard's option for *Aquaman 2* was not due to Heard's dispute with Depp or any of the allegations in this lawsuit.
- WBEI would not have paid Heard more money on *Aquaman 2*, even if Heard had had more time to attempt to negotiate.

WBEI's good faith proposal is a reasonable way to avoid imposing undue burden or expense on WBEI, especially in light of the fact that WBEI is a non-party with no involvement in this lawsuit. *See Calcor Space Facility*, 53 Cal. App. 4th at 225. Please confirm that neither party in this case will seek to proceed with a WBEI deposition in light of the above and will accept a sworn declaration in lieu of testimony.

February 3, 2022
Page 3

All rights reserved.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael J. O'Connor". The signature is fluid and cursive, with a large initial "M" and "O".

Michael J. O'Connor

cc: Sarah L. Cronin, Esq.
Sarah E. Diamond, Esq.

From: Vasquez, Camille M.
To: Elaine Bredehoff
Cc: Adam Nadelhaft; Clarissa Pintado; David Murphy; brottenborn@woodsrogers.com; itreece@woodsrogers.com; McCafferty, Elaine; Karen Stemland; mdailey@grsm.com; Sebastian van Roundsburg; Michelle Bredehoff; Heather Colston; Chew, Benjamin G.; Presiado, Leo J.; Montz, Samuel A.; Meyers, Jessica N.; Crawford, Andrew C.; Calnan, Stephanie; Mena, Yarelyn; Udenka, Honieh
Subject: RE: Proposed Stipulation re Aquaman II
Date: Friday, February 11, 2022 5:32:15 PM

Elaine:

Reference is made to your proposed stipulation circulated the other day to withdraw your damages claims regarding Aquaman 2 and Warner Bros. As indicated by Ben's email of Wednesday, your proposal is rejected. However, we would be prepared to consider an agreement along the following approximate lines (subject to further review, revision, and approval):

- It will be a stipulated fact at trial that Ms. Heard did not suffer any adverse action by Warner Bros. as a result of any conduct by Mr. Depp or Mr. Waldman, and suffered no monetary or other damages or loss in any way related to Aquaman 2;
- It will be a stipulated fact at trial that Ms. Heard was not released or terminated from Warner Bros. as a result of any conduct by Mr. Depp or Mr. Waldman;
- It will be a stipulated fact at trial that there was a delay in picking up Ms. Heard for Aquaman 2, because Warner Bros. had creative concerns about continuing to cast Ms. Heard in Aquaman 2;
- It will be a stipulated fact at trial that Ms. Heard's role was diminished in Aquaman 2 as a result of Warner Bros' creative concerns about continuing to cast Ms. Heard in Aquaman 2;
- The parties will stipulate to the admissibility and authenticity of the letter from Warner Bros.' counsel dated February 3, 2022;
- It will be a stipulated fact at trial that Ms. Heard's assertions at deposition, in her sworn interrogatory responses served this week on Wednesday night, and in her expert disclosures regarding Aquaman 2 had no basis in fact.

As noted above, the foregoing is not intended as a final proposal, and is subject to further review on our end. Please confirm by close of business on Monday whether you are amenable to such an agreement. Thank you.

Regards,
Camille

From: Elaine Bredehoft <ebredehoft@charlsonbredehoft.com>
Sent: Wednesday, February 9, 2022 1:59 PM
To: Chew, Benjamin G. <BChew@brownrudnick.com>; Vasquez, Camille M. <CVasquez@brownrudnick.com>; Crawford, Andrew C. <ACrawford@brownrudnick.com>
Cc: Adam Nadelhaft <anadelhaft@cbcblaw.com>; Clarissa Pintado <cpintado@cbcblaw.com>; David Murphy <dmurphy@cbcblaw.com>; brottenborn@woodsrogers.com; jtreece@woodsrogers.com; McCafferty, Elaine <emccafferty@woodsrogers.com>; Karen Stemland <kstemland@woodsrogers.com>; mdailey@grsm.com; Sebastian van Roundsburg <sroundsburg@grsm.com>; Michelle Bredehoft <mbredehoft@charlsonbredehoft.com>; Heather Colston <hcolston@charlsonbredehoft.com>
Subject: Proposed Stipulation re Aquaman II

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

Ben et al: You may recall I asked to speak with you after today's hearing to discuss a proposed Stipulation to resolve several outstanding discovery and deposition issues, including with third parties. Unfortunately you left before we were able to discuss. I am therefore sending this to you in an email.

Ms. Heard is willing to agree not to claim damages from any conduct associated with Aquaman II, so long as Mr. Depp will agree not to mention or raise in any manner Aquaman II at trial, including that Ms. Heard earlier claimed damages as a result of conduct associated with Aquaman II. Essentially, we would remove Aquaman II from the case and not discuss in any manner.

Please let me know whether you will agree to the attached Stipulation. If so, I believe this will resolve a number of outstanding discovery and deposition issues.

Thank you for your anticipated cooperation. Elaine

Elaine Charlson Bredehoft
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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

STIPULATION

Defendant and Counterclaim-Plaintiff Amber Laura Heard (“Ms. Heard”) and Plaintiff and Counterclaim-Defendant John C. Depp (“Mr. Depp”) (collectively, the “Parties”) hereby stipulate and agree to the following as it relates to discovery and trial in this matter:

1. The Parties agree that neither Ms. Heard nor Mr. Depp will include at trial any reference to Aquaman II for any reason, including but not limited to, any evidence or references supporting or disputing Ms. Heard’s damages as it relates to her Counterclaims.

2. The Parties agree that neither Ms. Heard nor Mr. Depp will seek any additional discovery regarding Aquaman II for any reason, including but not limited to, agreeing not to depose Non-Party Warner Bros. Entertainment Inc. or seek any information relating to Aquaman II from WME or any of Ms. Heard’s current or former agents or publicists.

3. Ms. Heard agrees to supplement her expert disclosures to remove any references to Aquaman II. Mr. Depp agrees that he will not assert at any time, that Ms. Heard or her experts earlier claimed damages for Aquaman II, and will not question Ms. Heard, any of Ms. Heard’s experts, or any fact witnesses, regarding Aquaman II in either deposition or at trial.

AGREED, STIPULATED, AND ACCEPTED:

Elaine Charlson Bredehoft (VSB No. 23766)
Adam S. Nadelhaft (VSB No. 91717)
Clarissa K. Pintado (VSB No. 86882)
David E. Murphy (VSB No. 90938)
Charlson Bredehoft Cohen Brown & Nadelhaft, P.C.
11260 Roger Bacon Drive, Suite 201
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J. Benjamin Rottenborn (VSB No. 84796)
Joshua R. Treece (VSB No. 79149)
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Roanoke, Virginia 24011
Telephone: (540) 983-7540
brottenborn@woodsrogers.com
jtreece@woodsrogers.com

Counsel to Defendant/Counterclaim Plaintiff, Amber Laura Heard

AGREED, STIPULATED, AND ACCEPTED:

Benjamin G. Chew (VSB 29113)
Andrew C. Crawford (VSB 89093)
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Camille M. Vasquez (admitted *pro hac vice*)
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Facsimile: (949) 252-1514
cvasquez@brownrudnick.com

Counsel for Plaintiff/Counterclaim Defendant, John C. Depp, II

From: [Moniz, Samuel A.](#)
To: [Elaine Bredehoft](#); [Cronin, Sarah L.](#); [Suda, Casey](#); brottenborn@woodsrogers.com; jtreece@woodsrogers.com; kstemland@woodsrogers.com; [Adam Nadelhaft](#); [Clarissa Pintado](#); [David Murphy](#); [Michelle Bredehoft](#); cmariam@grsm.com; mdailey@grsm.com; hpangan@grsm.com; sroundsburg@grsm.com; [Diane Cutting](#); [O'Connor, Michael J.](#); [Diamond, Sarah E.](#)
Cc: [Chew, Benjamin G.](#); [Crawford, Andrew C.](#); [Presiado, Leo J.](#); [Vasquez, Camille M.](#); [Meyers, Jessica N.](#); [Calnan, Stephanie](#); [Mena, Yarelyn](#)
Subject: RE: John C. Depp, II v. Amber Laura Heard - Opposition to WBEI's Motion to Quash Subpoenas
Date: Friday, February 25, 2022 4:50:35 PM
Attachments: [image001.jpg](#)

Elaine:

To refresh your recollection, you sent us a stipulation with an email that stated the following:

Ms. Heard is willing to agree not to claim damages from any conduct associated with Aquaman II, so long as Mr. Depp will agree not to mention or raise in any manner Aquaman II at trial, including that Ms. Heard earlier claimed damages as a result of conduct associated with Aquaman II. Essentially, we would remove Aquaman II from the case and not discuss in any manner.

Your stipulation included the following express condition:

The Parties agree that neither Ms. Heard nor Mr. Depp will include at trial any reference to Aquaman II for any reason, including but not limited to, any evidence or references supporting or disputing Ms. Heard's damages as it relates to her Counterclaims.

Nowhere in your email or stipulation do you suggest any wiggle room. Nowhere in your email or stipulation do you use the phrase "initial draft." Nowhere in your email and stipulation do you invite revisions. You made a proposal. We rejected it. We sent back a counterproposal. You did not respond.

It is clear that your stipulation was never a serious proposal, since I cannot imagine you actually thought we could agree to make no mention of Aquaman 2 at trial.

Should you wish to further discuss a possible stipulation, we would be generally open to discuss your stipulation to the truth of the facts in WBEI's attorneys' letter, the admissibility of a declaration from WBEI setting forth those facts, and the withdrawal of Ms. Heard's damages claims related to Aquaman 2. We will not agree under any circumstances to a blanket prohibition on mentioning Aquaman 2.

As for the comment that Ms. Heard was presumably responding to some sort of pressure, that seems a reasonable enough inference from the circumstances, since litigants and their attorneys do not normally volunteer to walk away from millions of dollars of claimed damages if they believe they have a valid basis in fact and law to pursue them. We obviously were not copied on the

communications between you and WBEL, and the brief makes clear that that statement is our assumption as to your reasons for abruptly offering to stipulate away your client's claimed damages. No retraction is required.

Thank you,
Sam



Samuel A. Moniz

Associate

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F: 949-486-3671
smoniz@brownrudnick.com
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From: Elaine Bredehoft <ebredehoft@charlsonbredehoft.com>

Sent: Friday, February 25, 2022 1:07 PM

To: Moniz, Samuel A. <SMoniz@brownrudnick.com>; Cronin, Sarah L. <SLCronin@Venable.com>; Suda, Casey <CSuda@brownrudnick.com>; brottenborn@woodsrogers.com; jtreece@woodsrogers.com; kstemland@woodsrogers.com; Adam Nadelhaft <anadelhaft@cbcblaw.com>; Clarissa Pintado <cpintado@cbcblaw.com>; David Murphy <dmurphy@cbcblaw.com>; Michelle Bredehoft <mbredehoft@charlsonbredehoft.com>; cmariam@grsm.com; mdailey@grsm.com; hpangan@grsm.com; sroundsburg@grsm.com; Diane Cutting <dxcutting@grsm.com>; O'Connor, Michael J. <MJO'Connor@Venable.com>; Diamond, Sarah E. <SEDiamond@Venable.com>

Cc: Chew, Benjamin G. <BChew@brownrudnick.com>; Crawford, Andrew C. <ACrawford@brownrudnick.com>; Presiado, Leo J. <LPresiado@brownrudnick.com>; Vasquez, Camille M. <CVasquez@brownrudnick.com>; Meyers, Jessica N. <JMeyers@brownrudnick.com>; Calnan, Stephanie <SCalnan@brownrudnick.com>; Mena, Yarelyn <YMena@brownrudnick.com>

Subject: RE: John C. Depp, II v. Amber Laura Heard - Opposition to WBEL's Motion to Quash Subpoenas

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

Sam: We have read your Opposition and are quite troubled by two representations you made in your brief and Declaration:

1. You represented to the Court that Ms. Heard offered to enter into a Stipulation because of "pressure" from Warner Bros' counsel, suggesting Warner Bros was coercing or directing us. This is false.

2. You suggested to the Court that this so-called “coerced” Stipulation was a “take it or leave it” Stipulation. Instead, it was an initial draft, in an effort to settle the dispute, which we sent to you in Word for your review and editing. You chose not to provide any suggested edits or engage in any discourse and instead sent back terms I am confident the Court will recognize as on-its-face ludicrous. Your intent was clearly to sabotage the possibility of a Stipulation to force Warner Bros into a deposition.

We request that you file a retraction of the representation that Warner Bros in any manner attempted to coerce or direct us on our efforts to resolve this matter, and further to correctly represent to the Court the draft Stipulation we sent to you inviting edits and discourse, and your intentional efforts to thwart any resolution by demanding conditions to which no litigant would ever agree, so you could force the deposition.

We look forward to receiving your corrected pleading. Elaine

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From: Moniz, Samuel A. <SMoniz@brownrudnick.com>

Sent: Wednesday, February 23, 2022 11:07 AM

To: Cronin, Sarah L. <SLCronin@Venable.com>; Suda, Casey <CSuda@brownrudnick.com>; brottenborn@woodsrogers.com; jtreece@woodsrogers.com; kstemland@woodsrogers.com; Elaine Bredehoft <ebredehoft@charlsonbredehoft.com>; Adam Nadelhaft <anadelhaft@cbcbllaw.com>; Clarissa Pintado <cpintado@cbcbllaw.com>; David Murphy <DMurphy@cbcbllaw.com>; Michelle Bredehoft <mbredehoft@charlsonbredehoft.com>; cmariam@grsm.com; mdailey@grsm.com; hpangan@grsm.com; sroundsburg@grsm.com; Diane Cutting <dxcutting@grsm.com>; O'Connor, Michael J. <MJO'Connor@Venable.com>; Diamond, Sarah E. <SEDiamond@Venable.com>

Cc: Chew, Benjamin G. <BCheW@brownrudnick.com>; Crawford, Andrew C. <ACrawford@brownrudnick.com>; Presiado, Leo J. <LPresiado@brownrudnick.com>; Vasquez, Camille M. <CVasquez@brownrudnick.com>; Meyers, Jessica N. <JMeyers@brownrudnick.com>; Calnan, Stephanie <SCalnan@brownrudnick.com>; Mena, Yarelyn <YMena@brownrudnick.com>
Subject: RE: John C. Depp, II v. Amber Laura Heard - Opposition to WBEI's Motion to Quash Subpoenas

Sarah,

We will forward you an unredacted copy. The attachments to the unredacted copy contain references to Ms. Heard's income information and some medical information that is (arguably) confidential. In an abundance of caution, please execute and return to us and to Ms. Heard's counsel on behalf of your firm Exhibit A to the attached Protective Order, by return email. Thank you.

Best,
Sam



Samuel A. Moniz
Associate

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From: Cronin, Sarah L. <SLCronin@Venable.com>

Sent: Wednesday, February 23, 2022 6:29 AM

To: Suda, Casey <CSuda@brownrudnick.com>; brottenborn@woodsrogers.com; jtreece@woodsrogers.com; kstemland@woodsrogers.com; ebredehoft@cbcblaw.com; Adam Nadelhaft <anadelhaft@cbcblaw.com>; cpintado@cbcblaw.com; David Murphy <dmurphy@cbcblaw.com>; Michelle Bredehoft <mbredehoft@charlsonbredehoft.com>; cmariam@grsm.com; mdailey@grsm.com; hpangan@grsm.com; sroundsburg@grsm.com; Diane Cutting <dxcutting@grsm.com>; O'Connor, Michael J. <MJO'Connor@Venable.com>; Diamond, Sarah E. <SEDiamond@Venable.com>

Cc: Chew, Benjamin G. <BCheW@brownrudnick.com>; Crawford, Andrew C. <ACrawford@brownrudnick.com>; Presiado, Leo J. <LPresiado@brownrudnick.com>; Vasquez, Camille M. <CVasquez@brownrudnick.com>; Moniz, Samuel A. <SMoniz@brownrudnick.com>; Meyers, Jessica N. <JMeyers@brownrudnick.com>; Calnan, Stephanie <SCalnan@brownrudnick.com>; Mena, Yarelyn <YMena@brownrudnick.com>

Subject: RE: John C. Depp, II v. Amber Laura Heard - Opposition to WBEI's Motion to Quash Subpoenas

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

Sam, please also send us the unredacted versions of these documents.

Best regards,

Sarah

Sarah L. Cronin, Esq. | Partner | Venable LLP
t 310.229.0391 | f 310.229.9901 | m 415.302.0611
2049 Century Park East, Suite 2300, Los Angeles, CA 90067

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From: Suda, Casey <CSuda@brownrudnick.com>

Sent: Tuesday, February 22, 2022 8:10 PM

To: brottenborn@woodsrogers.com; jtreece@woodsrogers.com; kstemland@woodsrogers.com; ebredehoft@cbcbllaw.com; Adam Nadelhaft <anadelhaft@cbcbllaw.com>; cpintado@cbcbllaw.com; David Murphy <dmurphy@cbcbllaw.com>; Michelle Bredehoft <mbredehoft@charlsonbredehoft.com>; cmariam@grsm.com; mdailey@grsm.com; hpangan@grsm.com; sroundsburg@grsm.com; Diane Cutting <dxcutting@grsm.com>; Cronin, Sarah L. <SLCronin@Venable.com>; O'Connor, Michael J. <MJO'Connor@Venable.com>; Diamond, Sarah E. <SEDiamond@Venable.com>

Cc: Chew, Benjamin G. <BCheW@brownrudnick.com>; Crawford, Andrew C. <ACrawford@brownrudnick.com>; Presiado, Leo J. <LPresiado@brownrudnick.com>; Vasquez, Camille M. <CVasquez@brownrudnick.com>; Moniz, Samuel A. <SMoniz@brownrudnick.com>; Meyers, Jessica N. <JMeyers@brownrudnick.com>; Calnan, Stephanie <SCalnan@brownrudnick.com>; Mena, Yarelyn <YMena@brownrudnick.com>

Subject: John C. Depp, II v. Amber Laura Heard - Opposition to WBEI's Motion to Quash Subpoenas

Caution: External Email

Counsel,

Please find attached for service the following documents:

- Public Redacted Opposition of John C. Depp, II to Warner Bros. Entertainment Inc.'s Motion to Quash Subpoenas; Request for Sanctions; and Declaration of Samuel A. Moniz in Support;
- Notice of Motion and Motion for Order to File and Maintain Under Seal Portions of Opposition to Motion of Warner Bros. Entertainment Inc.'s Motion to Quash; and Declaration of Samuel A. Moniz in Support; and
- Notice of Lodging Documents Conditionally Under Seal in Opposition to Warner Bros. Entertainment Inc.'s Motion to Quash.