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MAR 11 2022
JOHN T. FREY
Clerk of the Circuit Court
of Fairfax County, VA

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parties to this action should be maintained under seal, as specified in paragraph 3a)iv), vi on pages 3-5. *See Exhibit A.* For Ms. Heard and her counsel to maintain otherwise is untenable and absurd.

2. Defendant Violated the Notice Requirements in paragraph 12 of the Protective Order

Paragraph 12 of the Protective Order states in pertinent part as follows:

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.**

Exhibit A (emphasis added). As set forth below, Ms. Heard's counsel violated paragraph 12 in at least three material respects:

- 1) her five references to the rape allegations did not relate directly to the subject matter of the February 25 hearing;
- 2) she gave no prior notice to the Court; and
- 3) she gave no prior notice to Mr. Depp's counsel, who therefore had no opportunity to object to its use, which we most certainly would have done.

Whether Ms. Bredehoft knew that a reporter was in the courtroom is a total *non sequitur*.

What matters is that she knowingly violated each of the three threshold criteria of the Protective Order for disclosing Protected Information and that it resulted in serious harm to Mr. Depp, the precise harm those provisions, and the Protective Order as a whole, were designed to prevent.

And Ms. Heard and her counsel knew that the whole purpose of amending the original Protective Order was to protect these precise allegations, which are the most scandalous and prejudicial.

Moreover, Ms. Bredehoft's references to the rape allegations also violated the Court's directive at the February 9, 2022 Pretrial Conference not to talk about the case and thereby risk tainting the jury pool:

THE COURT: I would hope I wouldn't have to say, you know, the case will be tried in court. We have got the jury pool. Like I said, we're going to be sending out jury summonses soon. **I would hope that we don't taint the jury pool by talking about this case prior to it happening on April 11th correct?**

We're all in agreement with that; right?

MR. CHEW: Absolutely, Your Honor.

THE COURT: Okie-dokie. All right.

February 9, 2022 Transcript at pp. 50-51. **Exhibit B.**

3. Ms. Bredehoft's Purposeful References to Ms. Heard's False and Outrageous Allegations or Rape Violate the Protective Order and the Court's Directive Not to Taint the Jury Pool

As the Court will recall, the sole purpose of the February 25, 2022 hearing was for the Court to ascertain the parties' position on whether a pool camera should be permitted at trial. *See* Transcript of February 25, 2022 Hearing ("Tr.") at p. 5. **Exhibit C.**¹ Rather than answer the Court's straightforward question, Ms. Heard's counsel launched into a *non sequitur* about a divorce statute, at which point the court cut her off, reminding counsel that this is a defamation case, so Virginia's divorce statute "doesn't pertain." Tr. At pp. 6-7.

Nevertheless, Ms. Heard's counsel ran the stop sign and bulldozed ahead, this time going still further afield, referencing a statute relating to victims of sexual offenses. *Id.* Then Ms. Bredehoft repeatedly disclosed in open court the most explosive Protective Information imaginable:

Amber Head has alleged that **Mr. Depp sexually assaulted her**, including rape, on several occasions before and during her marriage with Mr. Depp.

* * *

¹ **Exhibit C** contains all cited pages of the February 25 hearing transcript.

Since **Ms. Heard is a victim of sexual assault and rape**, her testimony as a victim would be excluded under the status.

* * *

Now Mr. Depp's complaint alleges defamation on the basis that Ms. Heard alleged she was the victim of domestic abuse **and sexual violence**, which he has contended is referring to Mr. Depp.

Tr. at pp. 8-9. **Exhibit C.**

[T]hey found 12 acts of domestic violence as well as sexual violence against Ms. Heard.

* * *

Putting Amber Heard, who is a victim of sexual violence, on camera to discuss these rapes and these sexual assaults, along with the beatings is not what the legislature intended, and that's why they prohibited under 19.2-266.

Tr. At pp. 16-17.

Thus, Ms. Heard and her counsel violated the Protective Order by disclosing five times the most explosive Protected Information conceivable, which Ms. Bredehoft was explicitly told by the Court before she made the improper disclosures of Protected Information that they in no way related to the issue of the hearing (pool cameras) failing to provide the Court prior notice, and failing to provide Mr. Depp prior notice so that they could object. And again, Ms. Bredehoft made her fifth improper disclosure, the Court repeated "I do not read [Section 19.2-266] that way," and overruled Ms. Heard's objection to cameras. Tr. At 17-20. Their wrongful disclosures also almost certainly tainted the jury pool.

4. Courthouse News Service Immediately Reported Ms. Bredehoft's Repeated Disclosures of the Protected, Scandalous Rape Allegations

Within only a few hours of the February 25 hearing, Courthouse News Service blasted the following headline **Attorney Says Heard was raped during relationship with Depp**

Exhibit D (emphasis in original). In the most unlikely event that any reader missed the point, the reporter, Joan Hennessey, stated in the first line of her article:

“Fairfax, VA (CN) – Actress Amber Heard once described herself in a Washington Post op-ed as a public figure representing domestic abuse. **But in a Virginia courtroom Friday, her attorney spelled it out: Heard, the attorney claimed, was raped while the partner of actor Johnny Depp.**”

Id. (emphasis added). The potential impact of Ms. Bredehoft’s wrongful disclosures of Protected Information on the jury pool can hardly be overstated. The author, Ms. Hennessey approached counsel for Mr. Depp as soon as he left the courtroom, stating that she had never heard about any rape allegations, which she stated were not part of the pleadings. Indeed, Ms. Heard manufactured the false rape claims long after the TRO and the divorce case, when she would have had every incentive and reason to raise them. Bound by the Court’s directive at the February 9 Pretrial Conference, Mr. Depp’s counsel could not comment, and the article, which was published throughout Fairfax County and the jury pool.

5. Defendant’s Violations Severely Prejudiced Mr. Depp

By violating the Protective Order and Court directive, Ms. Heard caused the most explosive Protected Information to be published into the jury pool, thereby tainting it. In so doing, Ms. Heard and Ms. Bredehoft deprived Mr. Depp of being the first to bring this scandalous charge to the jury’s attention, in my opening argument. Now at least some jurors are likely to have heard Defendant’s false version first, which puts Mr. Depp at an enormous, perhaps irrevocable, disadvantage.

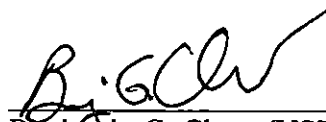
6. The Court Should Take Away Ms. Heard’s Five Peremptory Strikes and Impose Monetary Sanctions

Paragraph 23 of the Protective Order provides the Court wide discretion in the event of breach, including “any remedy to which they [the Parties] may be entitled at law or in equity.”

See **Exhibit A**. Applying this authority, the Court should find that Ms. Heard and her counsel violated both its explicit directive not to taint the jury pool and that they five times violated paragraph 12 of the Protective Order. As sanctions, the Court should:

- a) take away all five of Defendant's peremptory strikes;
- b) bar Ms. Heard from mentioning, or introducing any evidence of, her rape claims against Mr. Depp at trial;
- c) impose a sanction of \$25,000 to reimburse Mr. Depp for having to litigate Defendant's multiple violations; and
- d) order such other and further relief that the Court may deem proper and necessary to enforce its authority and its Orders.

Respectfully submitted,



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Counsel for Plaintiff, John C. Depp

Dated: March 11, 2022
64570502v1

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

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 Information¹ 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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Amber Laura Heard*

SO ORDERED THIS 21 DAY OF JUNE, 2021:

A handwritten signature in black ink, appearing to read 'P. Azcarate', written over a horizontal line.

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: _____

EXHIBIT B

EXHIBIT B

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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

HEARING

Before the HONORABLE PENNEY S. AZCARATE, Judge

Fairfax, Virginia

Wednesday, February 9, 2022

11:15 a.m. EST

Job No.: 432113

Pages: 1 - 57

Transcribed by: Bobbi J. Fisher, RPR

1 Hearing 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

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I N D E X

PAGE

Hearing

5

E X H I B I T S

(None.)

1 minimum by that time.

2 COURT REPORTER: Can I ask you to move to
3 the microphone, please?

4 MR. CHEW: Yes. Apologies.

5 MS. BREDEHOFT: So, in the security
6 procedures, Your Honor, the -- I anticipate that
7 both parties will have some security detail coming
8 in and out of the courthouse.

9 THE COURT: And we'll talk security. I
10 was going to keep that under seal though.

11 MS. BREDEHOFT: Okay.

12 THE COURT: We'll get to that. Do you
13 expect your clients to be here every day of the
14 seven weeks?

15 MS. BREDEHOFT: Yes, Your Honor.

16 MR. CHEW: Yes, Your Honor.

17 THE COURT: Okie-dokie. So we will
18 definitely talk about that and figure out what we
19 need to do.

20 Let me see. All right. I would hope I
21 wouldn't have to say, you know, the case will be
22 tried in court. We have got the jury pool. Like I

1 said, we're going to be sending out jury summonses
2 soon. I would hope that we don't taint the jury
3 pool by us talking about this case prior to it
4 happening on April 11th; correct? We're all in
5 agreement with that; right?

6 MR. CHEW: Absolutely, Your Honor.

7 THE COURT: Okie-dokie. All right.

8 MS. BREDEHOFT: And, Your Honor, on that
9 voir dire, just thinking it through -- and I know
10 we can talk later too --

11 THE COURT: Sure.

12 MS. BREDEHOFT: -- but it seems to me
13 that, if we try to do taking them individually,
14 that might draw things out --

15 THE COURT: Take a long time.

16 MS. BREDEHOFT: Yes, pretty extensively.

17 THE COURT: I mean, we can take them by
18 tens. We can take them by however. The only issue
19 I have is -- I see sometimes in these cases that
20 are lengthy cases is that, if somebody hears one
21 excuse, somebody else might join that excuse. But
22 the uniqueness of this case might be different.

CERTIFICATE OF COURT REPORTER - NOTARY PUBLIC

I, Diamante Parrish, the officer before whom the foregoing deposition was taken, do hereby certify that said proceedings were electronically recorded by me; and that I am neither counsel for, related to, nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 11th day of February, 2022.



Diamante Parrish, Notary Public
for the Commonwealth of Virginia

Virginia Notary No. 7936707

Notary Commission Expires: 5/31/2025

CERTIFICATE OF TRANSCRIBER

I, Bobbi J. Fisher, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that said proceedings were transcribed to the best of my ability from the audio recording and supporting information; and that I am neither counsel for, related to, nor employed by any of the parties to this case, and I have no interest, financial or otherwise, in its outcome.



Bobbi J. Fisher, RPR

NCRA Registered Professional Reporter (RPR)

February 12, 2022

EXHIBIT C

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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

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Transcript of Hearing

Conducted on February 25, 2022

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1 Hearing held at:

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3 Fairfax County Circuit Court

4 4110 Chain Bridge Road

5 Fairfax, Virginia 22030

6

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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

ON BEHALF OF THE PLAINTIFF, MR. DEPP:

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I N D E X

PAGE

Hearing

5

E X H I B I T S

(None.)

1 P R O C E E D I N G S

2 (The court reporter was duly sworn.)

3 THE COURT: All right. Thank you.

4 Let me just get Ms. Bredehoft on the big

5 screen for you, Mr. Chew.

6 All right. Good afternoon, Ms. Bredehoft.

7 Can you hear me okay? I can't hear you.

8 MS. BREDEHOFT: I was on mute. My

9 apologies.

10 THE COURT: There we go. Got you now.

11 MS. BREDEHOFT: Now can you hear me?

12 THE COURT: Yes, we can hear you fine.

13 And Mr. Chew is in the courtroom.

14 MS. BREDEHOFT: Thank you.

15 THE COURT: All right. So I just set this

16 hearing just to hear what your -- what your -- what

17 your positions are on this matter, just because I

18 have received quite a few different requests to have

19 a pool camera. So I just wanted to know where the

20 position of the parties was.

21 MR. CHEW: Good morning, Your Honor. May

22 it please the Court. Ben Chew for Johnny Depp.

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Transcript of Hearing
Conducted on February 25, 2022

6

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,

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Transcript of Hearing

Conducted on February 25, 2022

7

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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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 under the statute.

2 Now, Mr. Depp's complaint alleges
3 defamation on the basis that Ms. Heard alleged she
4 was the victim of domestic abuse and sexual
5 violence, which he has contended is referring to
6 Mr. Depp. One of Ms. Heard's defenses is that's
7 true.

8 Ms. Heard's counterclaim, Your Honor,
9 includes defamatory statements made by Mr. Depp's
10 counsel, Adam Waldman, which he has admitted saying,
11 that Ms. Heard used, quote, "fake sexual violence
12 allegations," end of quote, and created a, quote,
13 "abuse hoax," end of quote.

14 One of Mr. Depp's defenses is that this is
15 true. This case really is a case that concerns
16 domestic abuse and violence in the context of
17 Mr. Depp and Ms. Heard's relationship, which I
18 believe the legislature in this statute clearly
19 intended not to include.

20 Now, there are rare instances of cameras
21 and photography in the courtroom in Fairfax, Your
22 Honor, and I spent a good deal of time trying to

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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

17

1 photographs. There's going to be videos. There's
2 going to be audios. There's going to be text
3 messages. There's going to be emails. We welcome
4 the opportunity to try this case, but that's not the
5 point.

6 Putting Amber Heard, who is a victim of
7 sexual violence, on camera to discuss these rapes
8 and these sexual assaults, along with the beatings,
9 is not what the legislature intended, and that's why
10 they prohibited it under 19.2-266.

11 THE COURT: All right. Thank you, ma'am.
12 I understand. You're reading, Ms. Bredehoft, the
13 statute. I do not read it that way. This statute
14 is a criminal -- works for criminal cases and is
15 mostly used in criminal cases. In fact, not many --
16 I don't know if Virginia has ever had a request in a
17 civil case to have cameras involved. Most of the
18 requests come from criminal cases and, obviously,
19 sexual offenses -- victims of sexual offenses would
20 pertain to criminal matters -- police informants,
21 undercover agents. This is all in the criminal
22 context, not in civil cases.

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Transcript of Hearing

Conducted on February 25, 2022

18

1 So when you just look at civil cases, it's
2 up to the Court's discretion. And I advised the
3 parties of the possibility of having press -- having
4 it videoed, and I just -- I don't see any good cause
5 not to do it, especially with the many requests that
6 I have received.

7 I guess there's also -- and I don't know,
8 there's some documentary that both parties are
9 involved with and that, I guess, both of you already
10 know about. I have gotten a request from that
11 person who wants to have cameras in the courtroom.
12 I have also gotten requests from ABC News. I have
13 requests from the BBC, other individuals who want to
14 live tweet in the courtroom.

15 The concern I have also is I have to
16 balance this with the safety of the courtroom, with
17 the safety of the courthouse, and the ability for
18 people to have access to this case and other
19 raised -- other than just coming to the courthouse,
20 might be a safer place for us here in the courthouse
21 as well.

22 So, based on that, I am going to allow a

CONFIDENTIAL
Transcript of Hearing
Conducted on February 25, 2022

19

1 pool camera. I haven't -- I wanted to make that
2 decision now because I'm going to have restrictions.
3 Obviously, there's going to be quite a few
4 restrictions, and if both of you, if you want to
5 file what restrictions you would recommend and I can
6 get that within the next two weeks, I'd appreciate
7 it.

8 Obviously, it would be restricted to
9 probably one pool camera, is all we're looking at,
10 and we'll have to figure it out. And then they
11 could have ties into that camera.

12 I do have to -- as per the code, I do have
13 to get the Virginia Association of Broadcasters and
14 the Virginia Press Association involved as well so
15 they can designate the one person to represent the
16 media, and I can start getting the court clerks
17 involved so we can get that set up as well, and
18 we'll have it in place and actually tested out
19 probably during our three days at the end of March,
20 just to make sure I'm satisfied.

21 If I'm not satisfied with it and I don't
22 think that the restrictions can be taken care of,

1 then we won't have it. But it's going to be a very
2 tight -- a tight leash, I can promise you,
3 Ms. Bredehoft. It will be a tight leash, as you
4 know how I run my courtroom. So it will be a very
5 tight leash, and we'll make sure that we have all
6 the parameters in place prior to the trial starting.
7 All right?

8 Mr. Chew?

9 MR. CHEW: Your Honor, very briefly -- and
10 this matter will be coming before the Court next
11 Friday, but while we were here --

12 THE COURT: Okay.

13 MR. CHEW: -- just if you could give me 60
14 seconds --

15 THE COURT: Sure.

16 MR. CHEW: -- for some guidance. Your
17 Honor will recall her order granting Mr. Depp's
18 motion to compel the original devices to the extent
19 that relates to the photographs, and Your Honor also
20 appointed Craig Young of Kutak Rock to be the
21 special conciliator.

22 As Your Honor will recall, pursuant to

EXHIBIT D

Attorney says Heard was raped during relationship with Depp

The claim comes after years of relentless legal bickering between the Hollywood stars and was made during a hearing over whether cameras should be allowed in the courtroom during an upcoming defamation trial.

JOAN HENNESSY, February 23, 2022



Amber Heard, left, and Johnny Depp arrive at the premiere of Depp's film "Black Mass" at the London film festival in 2015. (Photo by Joel Ryan/Invision/AP, File)

FAIRFAX, Va. (CN) — Actress Amber Heard once described herself in a Washington Post op-ed as "a public figure representing domestic abuse." But in a Virginia courtroom Friday, her attorney spelled it out: Heard, the attorney claimed, was raped while the partner of actor Johnny Depp.

Attorney Elaine Charlson Bredehoft argued that because of the nature of the case — including sexual violence — cameras should not be allowed in the Fairfax County Circuit Court during an upcoming trial in which Depp has accused his ex-wife of defaming him and derailing his career.

In Virginia, a court "may solely in its discretion" permit the taking of photographs in the courtroom during the progress of judicial proceedings and

the broadcasting of judicial proceedings by radio or television. But coverage of some categories of witnesses are prohibited, including victims of sexual offenses.

Bredehoft, of the firm Charlson Bredehoft, said Heard was the victim of assault "including rape" during and before her marriage to Depp, which was lasted from 2015 to 2017.

While Bredehoft did not offer specific details or name Depp as the alleged rapist, his attorney, Benjamin Chew of Brown Rudnick, called the charges both false and outrageous. Heard "is a liar," Chew said. He told Judge Penney S. Azcarate that Depp favors transparency and does not object to cameras in the courtroom.

Azcarate, who is the chief judge in Fairfax County, said the Virginia statute referred to by Bredehoft involves criminal cases. In civil cases like this one, the judge has discretion. Azcarate said she has received requests for camera coverage from multiple news outlets and will allow one pool camera in the courtroom.

The judge added that there would be restrictions on what could be photographed and filmed. "It will be a tight leash," she remarked.

Heard described herself as a domestic abuse survivor in a Washington Post op-ed in December 2018. Depp, who contends her story is false, filed a defamation lawsuit against the "Aquaman" actress three months later in Fairfax County, where the newspaper is printed.

The trial has been postponed multiple times, at first due to scheduling conflicts and later because of the Covid-19 pandemic. Barring another delay, trial is set for April 11 – more than three years after the complaint was filed. The proceedings could extend well into May.

Depp's lawsuit asks for \$50 million in damages. The 58 -year-old actor contends that Heard crash-landed his once lucrative career. Four days after the publication of her article, in which he was never mentioned by name, he lost his "Pirates of the Caribbean" role.

Heard, 35, filed a counterclaim asking for \$100 million in damages. In court documents, she alleges Depp "threatened to kill her and otherwise harm her in private messages to friends. These threats were realized in the form of rampant physical violence and abuse Ms. Heard suffered at Mr. Depp's hands before and during the marriage."

Throughout the case, Chew has attempted to paint Heard's story as a pack of lies. Heard's lawyers, for their part, reiterate that Depp lost a previous lawsuit brought against The Sun, a U.K. publication, for a story that labeled Depp as a "wifebeater." A judge in that case found that Depp had abused Heard on a dozen occasions.

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