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VIRGINIA:

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IN THE CIRCUIT COURT OF FAIRFAX COUNTY,
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

JOHN C. DEPP, II,

Plaintiff and Counterclaim-Defendant,

v.

AMBER LAURA HEARD,

Defendant and Counterclaim-Plaintiff.

Civil Action No.: CL-2019-0002911

**DEFENDANT AND COUNTERCLAIM-PLAINTIFF AMBER LAURA HEARD'S
MEMORANDUM IN SUPPORT OF MOTION TO COMPEL RESPONSES TO TENTH
REQUESTS FOR PRODUCTION OF DOCUMENTS TO
PLAINTIFF AND COUNTERCLAIM-DEFENDANT JOHN C. DEPP, II**

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*Counsel to Defendant and Counterclaim-
Plaintiff Amber Laura Heard*

On January 22, 2021, Mr. Depp served his objections and responses to Ms. Heard's 10th Requests for Production of Documents. **Att. 1.** Despite meet and confer attempts by Ms. Heard, Mr. Depp has refused to withdraw his objections, or produce responsive documents, leading to this Motion. *See Motion*, Atts. 1-7. The Motion should be granted in its entirety.

I. Mr. Depp Still Refuses to Produce Documents Related to His Claimed Damages

Ms. Heard requested publications reflecting negatively on Mr. Depp's reputation (11), documents reflecting any reasons for Mr. Depp's loss of reputation (12), and communications and documents reflecting Mr. Depp losing any film or commercial opportunities (13-14). **Att. 1.** Ms. Heard further requested communications (including responses or reaction from studios, companies, producers, and directors) related to the divorce action and Domestic Violence Restraining Order ("DVRO") Ms. Heard obtained (15), the publication of the UK article (16), Ms. Heard's Op-Ed (17), and the UK Court Judgment (18), along with documents Mr. Depp believes relate to damages in this case (No. 25). **Att. 1.** Mr. Depp objected and refused to produce these documents, despite the clear relevance to testing Mr. Depp's own theories on causation and claimed damages. *Compl*, ¶¶ 83, 94, 101, 105.

Mr. Depp agrees these documents are relevant because he moved to compel the same from Ms. Heard, arguing they were "essential" to "assess[ing] Ms. Heard's plausible income and career trajectory," that the timing of damages goes directly to causation, and even that "no damages analysis can be conducted without such information." **Att. 2.** Mr. Depp further argued "[w]e need...the correspondence with the studios" and documents revealing the "commercial impact" on Ms. Heard's career, and that he needed all documents "relat[ing] to...Ms. Heard's damages claim." **Att. 3,** 4/30/2021 Tr., at 9:9-17, 10:7-20, 21:13-22:18, 60:12-14. The Court granted the motion, from 2010 to the present, so Mr. Depp should be equally compelled.

Ms. Heard also requested documents relied upon by Mr. Depp's business manager, Ed White, in preparing the summary documents Mr. Depp produced as EWC 1-52. **Att. 1**, No. 6; **Att. 4**. Clearly the underlying documents used to create a summary Mr. Depp intends to rely upon for damages are relevant and discoverable. Mr. Depp objected these documents as attorney-client privileged, irrelevant, and overly broad, but these objections make no sense, given this is Mr. Depp's summary to support his \$50 million in damages. The production of these documents cannot be unduly burdensome since Mr. White has already relied on them to prepare EWC 1-52. **Att. 4**. Mr. White's summary is, at best, hearsay, and Ms. Heard is entitled to test the accuracy and calculations, and review the actual documents.

II. Documents From Other Relevant Litigations

Ms. Heard requested evidence, transcripts, discovery responses, and produced documents in the specifically defined "Other Litigations" (**Att. 1**, at 10) involving conduct and issues overlapping with this case, and including all claims of damage to Mr. Depp's reputation or future film/commercial opportunities, drug or alcohol use, mental health condition and treatments, property damage, Mr. Depp's physical and emotional abuse of anyone, the finger injury, Mr. Depp's efforts to obtain pre-nuptial agreements, the parties allegations of abuse, and transcripts of witnesses identified as having relevant knowledge in this case. **Att. 1**, No. 5.¹ These Other Litigations involved many of the same witnesses as this case, but Ms. Heard cannot subpoena the majority of them for trial in Virginia so must obtain this discovery *before* deposing them.

Mr. Depp has only unilaterally and selectively produced portions of documents responsive to these Requests. He has not even produced Mr. Depp's depositions. As noted in a

¹ The Court previously ruled that a different and broader Request was overbroad, so Ms. Heard narrowed and served this Request to these very specific and directly relevant topics.

previous motion, after the start of the deposition of Tracey Jacobs in this case, Mr. Depp produced prior deposition transcripts and exhibits from the Mandel case which revealed evidence relevant to many of the issues in this case, such as:

- Mr. Depp being in financial distress, including in the timeframes of his abuse of Ms. Heard (Att. 5, DEPP18986-92);
- The difficulties finding work for Mr. Depp due to his own conduct, including substance abuse, heavy intoxication, and being perpetually late for filming (*Id.*, DEPP18994, 19089-92, 19104; Att. 6²);
- Mr. Depp lying about his substance abuse, the substance abuse made him angry, hostile, and display violent outbursts, how that negatively affected his career and finding him work, and Ms. Jacobs' perceptions of this impacting his career and her observations of violence in the timeframe that make Ms. Heard's allegations consistent with the behavior (Att. 5, DEPP19047-52, 19081-83, 19114-15);
- Mr. Depp's same issues appearing during filming of *Pirates of the Caribbean 5* and Disney telling Ms. Jacobs "it wasn't going to be tolerated," Disney was "not going to put up with this," and "There was no love between Johnny and Disney, given the Pirates five situation" (Att. 5, DEPP 19083-87, 19119; Att. 6);
- That Mr. Depp "cut his finger off" which shut down production of *Pirates of the Caribbean 5* and cost the studio "millions and millions of dollars" (Att. 5, DEPP19088);
- Mr. Depp's history making false statements to the press and police (*Id.*, DEPP19092-04).

Mr. Depp has also selectively leaked evidence, such as his December 2018 deposition testimony on his finger injury (<https://www.youtube.com/watch?v=IOpeH2MAU64>), but has not produced his video deposition or transcript in this case, even though he claims in this case that Ms. Heard caused the injury to his finger. Mr. Depp should not be permitted to unilaterally determine the scope and timing of documents he produces (or leaks without producing) from these Other Litigations and should instead be compelled to produce all documents responsive to Request 5.

III. Documents Reflecting Mr. Depp's Payments to Witnesses

Ms. Heard requested documents reflecting all payments made by Mr. Depp to specific witnesses Mr. Depp identified as having relevant knowledge. Att. 1, No. 20; Att. 7. Request 19

² These documents were stamped CONFIDENTIAL in the previous litigation but not in this litigation, as they do not meet the qualifications under this Protective Order.

also sought documents sufficient to reflect all payments made to Dr. Kipper, Mr. Depp's personal and "conciierge" physician during the parties' marriage and up through the present. Dr. Kipper is listed as a witness by Mr. Depp. (Att. 7, at 6), and was on call 24/7 to assist Mr. Depp. Dr. Kipper redacted and refused to respond to questions on payments made to him by Mr. Depp. (Att. 8, 2/22/2021 Tr. of Dr. Kipper at 163:12-167:12).

Any payments to these witnesses are directly relevant to testing bias or prejudice and reliance on Mr. Depp for financial support and business, and are admissible as "extrinsic evidence of such bias or prejudice." Va. Sup. Ct. R. 2:610. Mr. Depp's refusal to produce these documents also violated the earlier Court's ruling that "transactions where they might be receiving money, that would be appropriate, I think, if they're going to be potential witnesses and they're being paid or they have a source of income." Att. 9, 7/24/2020, at 33:18-22.

IV. Additional Relevant Documents Mr. Depp Refused to Produce

Documents Reflecting Mr. Depp's Internet and Social Media Activity: Ms. Heard requested agreements, payments, and communications with anyone providing any type of computer, internet, or social media services to Mr. Depp (22), and communications with or relating to social media companies and internet service providers related to services and charges (23) from January 1, 2016 to the present. Att. 1. At deposition, Mr. Depp testified that he did not "participate in" social media or know who created his accounts, and that others including Gina Deuters "run it for me." Att. 10, 11/12/2020 Tr. of Depo of Depp, at 618:9-619:3, 648:7-652:12. These documents are relevant based on Ms. Heard's allegations of social media conduct, defamation, malice, and punitive damages, and specifically Mr. Waldman's role in the defamatory statements. *Counterclaim*, ¶¶ 6-16, 45-49, 67-72.

Recordings of Ms. Heard: Ms. Heard requested all photographs, recordings, and tapes of her in Mr. Depp's possession, but Mr. Depp only agreed to produce "subject to" his objections. **Att. 1**, No. 21. In the UK Litigation, Mr. Depp's attorneys claimed possession of over 50 recordings of Mr. Depp that included Ms. Heard, but Mr. Depp has produced only a handful. Mr. Depp has also selectively used portions of recordings at a prior deposition of Ms. Heard, and in the UK, but has still refused to produce those full recordings. Mr. Depp should produce all responsive recordings, and the full recordings.

Expert Discovery: Ms. Heard requested all documents consulted or relied upon by Mr. Depp's experts (7) and their current *curriculum vitae*'s (9). **Att. 1**. Mr. Depp objected and refused to produce any documents consulted or relied upon by his experts, even objecting to producing their *c.v.*'s, despite already producing his expert designations with some *c.v.*'s, and despite this Court's policies requiring timely responses to expert discovery requests even if "the deadline dates set out in the Scheduling Order have not been reached." **Att. 11**, *Fairfax Manual*, § D, 2.13.

Documents Supporting Mr. Depp's Defenses and Relevant to the Pleadings: Ms. Heard requested documents relating to Mr. Depp's defenses to the Counterclaim (10) and what Mr. Depp considers relating to the pleadings and any defenses (24), yet Mr. Depp refused. **Att. 1**. The relevance of these documents could not be more obvious and should be produced. *Prince William Cnty. Sch. Bd. v. Bd. of Supervisors*, 2007 Va. Cir. LEXIS 1792, at *3 (Prince William 2007) (compelling "documents supporting the defenses...set forth in the Defendants' Answer").

CONCLUSION

For these reasons, Defendant's Motion should be granted, full responses should be produced, and the Court should grant any other appropriate relief.

June 9, 2021

Respectfully submitted,



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CERTIFICATE OF SERVICE

I certify that on this 9th day of June 2021, a copy of the foregoing was served by email, by agreement of the parties, addressed as follows:

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John C. Depp, II*



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ATTACHMENT 1

VIRGINIA :

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

JOHN C. DEPP, II

Plaintiff,

v.

AMBER LAURA HEARD,

Defendant.

Civil Action No.: CL-2019-0002911

**PLAINTIFF JOHN C. DEPP, II’S RESPONSES AND OBJECTIONS TO DEFENDANT
AMBER LAURA HEARD’S CORRECTED TENTH REQUEST FOR PRODUCTION**

Pursuant to Rule 4:9 of the Rules of the Supreme Court of Virginia, Plaintiff John C. Depp, II (“Plaintiff” and/or “Mr. Depp”), by and through his undersigned counsel, hereby responds and objects to Defendant Amber Laura Heard’s (“Defendant” and/or “Ms. Heard”) Corrected Tenth Set of Requests for Production of Documents (each, a “Request” and collectively, the “Requests”), dated January 1, 2021 and served in the above captioned action (“Action”) as follows:

GENERAL OBJECTIONS

1. These General Objections are incorporated into each specific response to the numbered Requests below as if fully repeated therein and are intended, and shall be deemed, to be in addition to any specific objection included in any response below. The assertion of the same, similar, or additional objections or partial responses to the individual Requests does not waive any of Plaintiff’s General Objections. Failure to make a specific reference to any General Objection is not a waiver of any General Objection.

2. Plaintiff objects to each and every Request to the extent that the Requests (including the “Definitions” and “Instructions” identified in the Requests) (a) are overly broad or unduly burdensome; (b) are vague, ambiguous, duplicative, cumulative, or do not identify with reasonable particularity the information sought; (c) call for information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence; (d) seek to impose obligations on Plaintiff beyond or inconsistent with those required by Virginia law and the rules of this Court (“Rules”); or (e) purport to seek documents or information not in Plaintiff’s actual possession, custody, or control; any statement herein that Plaintiff will produce documents responsive to a specific Request means that Plaintiff will produce documents located through a reasonable search for documents in its possession, custody, and control.

3. Plaintiff objects to the extent that the discovery sought by the Requests is obtainable from some other source that is more convenient, less burdensome, or less expensive.

4. Plaintiff objects to the extent the discovery sought is unduly burdensome or expensive, taking into account the needs of the case, the amount in controversy, limitations on the parties’ resources, and the importance of the issues at stake in the litigation.

5. Plaintiff objects to each and every Request, Definition, and Instruction to the extent that they purport to require production of documents at a specified time or place, or in a specified manner. Plaintiff will make documents available in accordance with Rule 4:9 and any agreement among the parties or orders of the Court governing the conduct of discovery.

6. Plaintiff objects to the Requests to the extent that they seek documents or information protected by the attorney-client privilege, the work product doctrine, or any other applicable privilege, protection, exemption or immunity. Plaintiff will produce only non-privileged information. Inadvertent disclosure of any privileged or otherwise protected

documents or information shall not constitute a waiver of any claim of privilege, protection, exemption or immunity. Plaintiff reserves the right to redact documents produced in response to the Requests.

7. Plaintiff objects to the Requests, including the Definitions and Instructions contained therein, to the extent they seek documents or information protected from disclosure as being a trade secret or other confidential business or proprietary information, or documents or information that, if produced or disclosed, would result in the violation of any contractual obligation to third parties, or any applicable right to privacy of Plaintiff or third parties.

8. Plaintiff objects to any Request seeking “all” documents on the grounds that Plaintiff cannot guarantee that he has located every single document responsive to a particular Request. Subject to the general objections and any qualifications below, Plaintiff will respond to any Request seeking “all” documents by producing the responsive, non-privileged documents within its possession, custody, and control that can be located after a reasonable search conducted in good faith.

9. Plaintiff reserves the right to produce documents responsive to the Requests on a rolling basis at a time, place, and manner to be agreed on by the parties.

10. Plaintiff objects to the Requests, including the Definitions and Instructions contained therein, to the extent that they are redundant or duplicative of other specific Requests. Where information or a document may be responsive to more than one Request, Plaintiff will provide that information or produce that document only once.

11. Plaintiff objects to the Requests to the extent that they purport to require the identification and/or restoration of any deleted, legacy, backup, or archival data, or otherwise

seek the production of any document that is not accessible without undue burden or unreasonable expense.

12. Plaintiff objects to each of the Requests to the extent that the Requests or related Instructions purport to impose any discovery obligations on Plaintiff beyond those already imposed by applicable law.

13. Plaintiff's responses to the Requests are not intended to be, nor shall be deemed, an admission of matters stated, implied, or assumed by any or all of the Requests. In responding to the Requests, Plaintiff neither waives nor intends to waive, but expressly reserves, any and all objections as to the authenticity, relevance, competency, materiality, or admissibility at trial or during any proceeding of any information or documents produced, set forth, or referred to herein.

14. Any response by Plaintiff stating that it will produce documents is not intended as a representation that such documents exist within any requested category or categories but solely as an assertion that Plaintiff will produce (consistent with these Responses and Objections) any non-privileged, responsive documents or information within its actual possession, custody, or control that can be located after a reasonable search conducted in good faith.

15. Plaintiff objects to any factual assumptions, implications, and explicit or implicit characterizations of facts, events, circumstances, or issues in the Requests. Plaintiff's responses herein are not intended to mean that Plaintiff agrees with any factual assumptions, implications, or any explicit or implicit characterization of facts, events, circumstances, or issues in the Requests, and are without prejudice to Plaintiff's right to dispute facts and legal conclusions assumed in the Requests.

16. These objections and responses are based on Plaintiff's present knowledge, information, and belief, and therefore remain subject to change or modification based on further

discovery of facts or circumstances that may come to Plaintiff's attention. Plaintiff reserves the right to rely on any facts, documents, evidence, or other contentions that may develop or come to its attention at a later time and to supplement or amend the responses at any time prior to the trial. Plaintiff further reserves the right to raise any additional objections deemed necessary or appropriate in light of any further review.

OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS

Instructions

1. In accordance with the Rules of this Court, You shall answer the following Requests separately and fully, in writing.

RESPONSE: No objection.

2. Where information in Your possession is requested, such request includes nonprivileged information in the possession of Your agent(s), employee(s), assign(s), representative(s), and all others acting on Your behalf.

RESPONSE: Plaintiff objects to this instruction as overly broad and unduly burdensome, to the extent that it requires production of documents from individuals not under Plaintiff's control. Plaintiff will produce documents from a limited number of custodians to be negotiated with Defendant in good faith.

3. Whenever appropriate in these Requests, the singular form of a word shall be interpreted as its plural to whatever extent is necessary to bring within the scope of these Requests any information which might otherwise be construed to be outside their scope.

RESPONSE: No objection.

4. Unless otherwise indicated, these Requests refer to the time, place, and circumstances of the occurrences mentioned or complained of in the pleadings in this case.

RESPONSE: Plaintiff objects to this instruction as overly broad and unduly burdensome, to the extent that it requires production of documents not within the possession, custody or control of Plaintiff. Plaintiff will produce documents from

a relevant time period to be negotiated with Defendant in good faith. Plaintiff further objects to this instruction as vague and ambiguous.

5. All references to an entity include the entity and its agents, officers, employees, representatives, subsidiaries, divisions, successors, predecessors, assigns, parents, affiliates, and unless privileged, its attorneys and accountants.

RESPONSE: Plaintiff objects to this instruction as overly broad and unduly burdensome, to the extent that it requires production of documents from individuals and entities other than Plaintiff and/or documents that are not within Plaintiff's custody and control.

6. If You perceive any ambiguities in a question, instruction, definition, or other aspect of these discovery requests, set forth the matter deemed ambiguous and the construction used in answering.

RESPONSE: No objection.

7. If You assert a claim of privilege as to any of Your responses to the Requests, state the basis for the asserted privilege, specify the privilege claimed, and include in Your answer sufficient information to permit the Court to make an informed ruling on the claim of privilege. If the claim relates to a privileged document, state the date, person or persons who prepared or participated in preparing the document, the name and address of any person to whom the document was shown or sent, the general subject matter of the document, the present or last known location and custodian of the original of the document, and the basis for the claim of privilege with respect to the document. If the claim of privilege relates to a communication, state the date(s), place(s) and person(s) involved in the communication, the subject matter of the communication, and the basis for the claim of privilege with respect to that communication. Reliance on any claim of privilege is subject to the Rules of this Court, including the production of a privilege log.

RESPONSE: Plaintiff objects to this instruction as overly broad and unduly burdensome, to the extent that it requires Plaintiff to produce a privilege log in a specific manner at a specific time. Plaintiff will produce a privilege log at a time and in a manner to be negotiated with Defendant in good faith.

8. If You perceive any Request to be overly broad, unduly burdensome, or objectionable for any other reason, respond to the fullest extent possible and clearly note any objection so that the Court will be permitted to make an informed ruling on the objection.

RESPONSE: No objection.

9. These Requests are continuing in character so as to require You to promptly amend or supplement Your responses in accordance with the Rules of the Supreme Court of Virginia within a reasonable time if You obtain or become aware of any further information responsive to these Requests. Ms. Heard reserves the right to propound additional Requests.

RESPONSE: No objection.

10. Unless otherwise indicated, these requests include the time from when the parties met, in 2008.

RESPONSE: Plaintiff objects to this instruction as overly broad, unduly burdensome, and harassing to the extent that it purports to require Plaintiff to produce documents from a twelve-year timeframe that encompasses documents that are not relevant to the subject matter of this action.

Definitions

a. ***Action.*** The term “Action” means the above-captioned action.

RESPONSE: No objection.

b. ***Communication.*** The term “communication” means any oral or written exchange of words, thoughts, or ideas to another person, whether person-to-person, in a group, by phone, text (SMS), letter, fax, e-mail, internet post or correspondence, social networking post or correspondence or by any other process, electric, electronic, or otherwise. All such

Communications are included without regard to the storage or transmission medium (electronically stored information and hard copies are included within this definition).

RESPONSE: No objection.

c. ***Document.*** The term “document” is defined in its broadest terms currently recognized. The term shall include, without limitations: any written or other compilation of information (whether printed, handwritten, recorded, or encoded, produced, reproduced, or reproducible by any other process), drafts (revisions or finals), original or preliminary notes, and summaries of other documents, communications of any type (e-mail, text messages, blog posts, social media posts or other similar communications or correspondence), computer tape, computer files, and including all of their contents and attached files. The term “document” shall also include but not be limited to: correspondence, memoranda, contractual documents, specifications, drawings, photographs, images, aperture cards, notices of revisions, test reports, inspection reports, evaluations, technical reports, schedules, agreements, reports, studies, analyses, projections, forecasts, summaries, records of conversations or interviews, minutes or records of conferences or meetings, manuals, handbooks, brochures, pamphlets, advertisements, circulars, press releases, financial statements, calendars, diaries, trip reports, etc. A draft of a non-identical copy is a separate document within the meaning of this term.

RESPONSE: Plaintiff objects to this definition as overly broad and unduly burdensome, and to the extent that it seeks to impose burdens beyond what are required by the Rules.

d. ***Correspondence.*** The term “correspondence” means any document(s) and/or communication(s) sent to or received from another entity and/or person.

RESPONSE: Plaintiff objects to this definition as overly broad and unduly burdensome, to the extent that it is duplicative of the terms Document and Communication, and to the extent that it seeks to impose burdens beyond what are required by the Rules.

e. **Person.** The term “person” is defined as any natural person, business, company, partnership, legal entity, governmental entity, and/or association.

RESPONSE: No objection.

f. **Concerning.** The term “concerning” includes relating to, referring to, describing, evidencing, or constituting.

RESPONSE: No objection.

g. **Including.** The term “including” means including but not limited to.

RESPONSE: No objection.

h. **And/or.** The use of “and/or” shall be interpreted in every instance both conjunctively and disjunctively in order to bring within the scope of these discovery requests any information which might otherwise be construed to be outside their scope.

RESPONSE: No objection.

i. **Defendant and/or Ms. Heard.** The terms “Defendant” and/or “Ms. Heard” refer to Defendant Amber Laura Heard, including her agents, representatives, employees, assigns, and unless privileged, all persons acting on her behalf.

RESPONSE: Plaintiff objects to this definition as overly broad and unduly burdensome, to the extent that it is inclusive of “agents, representatives, employees, assigns, and unless privileged, all persons acting on her behalf.”

j. **Plaintiff and/or Mr. Depp.** The terms “Plaintiff” and/or “Mr. Depp” refer to Plaintiff John C. Depp, II, including his agents, representatives, employees, assigns, and all persons acting on his behalf.

RESPONSE: Plaintiff objects to this definition as overly broad and unduly burdensome, to the extent that it is inclusive of “agents, representatives, employees, assigns, and all persons acting on his behalf.” Plaintiff will interpret this term to exclude all privileged communications and documents.

k. **Complaint.** The term "Complaint" shall mean the Complaint filed by Plaintiff in this Action.

RESPONSE: No objection.

l. **Other Litigation.** The term "Other Litigation" includes the following cases either brought against Mr. Depp or by Mr. Depp. Individually, the name in quotations following the title of the case refers to that particular case.

Eugene Arreola, Miguel Sanchez v. John C. Depp, II et. al ("security guard case")
Gregg "Rocky" Brooks v. John C. Depp, et. al ("movie set assault case")
John C. Depp, II, et al v. Bloom Hergott Diemer, Rosenthal Laviolette Feldman
Schenkman & Goodman, LLP, Jacob A. Bloom, and DOES 1-30 ("attorney case")
John C. Depp, II, Edward L. White v. The Mandel Company, et al ("Mandel case")

RESPONSE: Plaintiff objects to this definition as overly broad and unduly burdensome, on the grounds that it is inclusive of cases that are wholly irrelevant, separate, and distinct from this action. Moreover, those unrelated cases implicate significant privacy, privilege, and other interests of Plaintiff and third parties. Plaintiff further objects to this definition as vague and ambiguous.

m. **You and/or Your.** The terms "You" and/or "Your" refer to the recipient(s) of these discovery requests, as well as all persons and entities over which said recipient has "control" as understood by the Rules of this Court.

RESPONSE: No objection.

REQUESTS

1. All communications between Mr. Depp, or any agents or representatives thereof, and ALTOUR relating in any manner to Ms. Heard, from January 1, 2019 through the present.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably

calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request as harassing because it seeks information unrelated to the subject matter of this case. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff and/or third parties to this litigation, which is not subject to discovery in this action. Plaintiff further objects to this Request to the extent that it seeks documents protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad.

Plaintiff will not produce any documents in response to this Request.

2. All contracts between Mr. Depp, or any agents or representatives thereof, and ALTOUR from January 1, 2019 through the present.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request as harassing because it seeks information unrelated to the subject matter of this case. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business

information of Plaintiff and/or third parties to this litigation, which is not subject to discovery in this action. Plaintiff further objects to this Request to the extent that it seeks documents protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad.

Plaintiff will not produce any documents in response to this Request.

3. All communications between Mr. Depp, or any agents or representatives thereof, and Eyes on U, LLC, relating in any manner to Ms. Heard, from January 1, 2019 through the present.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request as harassing because it seeks information unrelated to the subject matter of this case. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff and/or third parties to this litigation, which is not subject to discovery in this action. Plaintiff further objects to this Request to the extent that it seeks documents protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking

in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad.

Plaintiff will not produce any documents in response to this Request.

4. All contracts between Mr. Depp, or any agents or representatives thereof, and Eyes on U, LLC. from the January 1, 2019 through the present.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request as harassing because it purports to seek information unrelated to the subject matter of this case. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff and/or third parties to this litigation, which is not subject to discovery in this action. Plaintiff further objects to this Request to the extent that it seeks documents protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad.

Plaintiff will not produce any documents in response to this Request.

5. Please provide copies of all evidence, including depositions, responses to interrogatories, requests for admissions and documents, provided in any of the "Other Litigation" as defined above, relating to the following topics:

- a. Anything related to this Action, the Complaint and the Counterclaim;
- b. Anything related to damages claimed by Mr. Depp that are the same or similar to those claimed by Mr. Depp in this Action, including but not limited to loss of reputation, loss of income, loss of career interruption or opportunity, or other damages claimed by Mr. Depp as a result of being accused of domestic abuse and/or violence
- c. Any claims by Mr. Depp that anyone other than Ms. Heard damaged his reputation, caused him to lose roles or economic opportunities or caused him financial loss;
- d. Any claims by anyone in the Other Litigation that Mr. Depp was responsible for his damages, including loss of reputation, loss of roles or economic opportunities, or financial losses;
- e. Anything related to Mr. Depp's prospects for future economic opportunities, including but not limited to, the sixth Pirates of the Caribbean;
- f. Anything related to Mr. Depp's drug or alcohol use;
- g. Anything related to Mr. Depp's mental health conditions and/or treatments;
- h. Anything related to Mr. Depp committing property damage, including descriptions of the damage, pictures or other evidence of the damage, cost of repairs, and any other financial enumeration as a result of the property damage committed;
- i. Anything related to Ms. Heard committing property damage, including descriptions of the damage, pictures or other evidence of the damage, cost of repairs, and any other financial enumeration as a result of the property damage committed;
- j. Anything related to Mr. Depp's emotional or physical abuse of Ms. Heard;
- k. Anything related to Mr. Depp's emotional or physical abuse of anyone else;
- l. Anything related to Mr. Depp's injury to his finger in March 2015;
- m. Anything related to Mr. Depp's efforts to obtain a pre-nuptial or post-nuptial agreement from Ms. Heard and any communications in connection therewith;
- n. Anything related to Ms. Beard's allegations of abuse and/or violence by Mr. Depp;
- o. Anything related to Mr. Depp's allegations of abuse and/or violence by Ms. Heard;

- p. Anything related to Mr. Depp's allegations of alcohol or drug abuse by Ms. Heard;
- q. Copies of the depositions provided in any of the Other Litigations of anyone identified as a person having knowledge of any facts related to this Action;

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instructions above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence because, among other reasons, the various subject matters of the Other Litigation are not at issue in this action. Plaintiff further objects to this Request on the grounds that it is facially overly broad, unduly burdensome, and harassing because it purports to seek information in wholly unrelated cases without regard to whether or not such information relates to the subject matter of this action. Plaintiff further objects to this Request on the grounds that it is unduly burdensome when taking into account the needs of the case. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff and/or third parties, which is not subject to discovery in this action, and is protected from disclosure under Stipulated Protective Orders. Plaintiff further objects to this Request on the grounds that it is duplicative of other discovery and is unreasonably cumulative. Plaintiff further objects on the grounds that Defendant has already moved to compel comparable discovery, which motion was denied. Plaintiff further objects to this Request on the grounds that it constitutes an invasion of privacy. Plaintiff further objects to this Request on the grounds that it seeks documents and information protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection. Plaintiff further objects to this Request on the grounds that because of its unlimited and unreasonable scope, and because it bears no reasonable

relation to the issues in this action, it appears calculated to harass and represents a misuse of the discovery process. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad.

6. All documents relied upon by Mr. White, or anyone else who may have been involved or participated, in preparing the documents bates numbered EWC 1-52. For purposes of clarity, this request is seeking all underlying documents that reflect all of the numbers and calculations included in EWC 1-52.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instructions above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it is overbroad, burdensome, and harassing, because, among other reasons, it amounts to a blanket request for documents related to Plaintiff's income over a period of many years, and potentially implicates a vast quantity of documents that are of marginal or no relevance to the issues in this action, would be unduly burdensome to compile, and are not relevant to any legitimate issue in this action. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it seeks documents protected by the attorney-client privilege and work product doctrine. Plaintiff further objects to this Request on the grounds that it seeks information that is private and personal and protected by law, because, among other reasons, it seeks information related to Plaintiff's personal, financial, and other private matters, that are not at issue in this action and are protected from disclosure. Plaintiff further objects to this Request on the grounds and to the extent that it implicates any other applicable privilege or immunity. Plaintiff further objects to

this Request on the grounds and to the extent that it seeks expert discovery that is premature and/or beyond the scope of expert discovery permitted under the applicable rules. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad.

7. All documents consulted and/or relied upon by any expert identified by you, in providing any opinions in this case, including anything supporting the bases for such opinions.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instructions above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it is overbroad, burdensome, and harassing. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it seeks documents protected by the attorney-client privilege and work product doctrine. Plaintiff further objects to this Request on the grounds that it seeks information that is private and personal and protected by law, because, among other reasons, it seeks information related to Plaintiff's personal, financial, and other private matters, that are not at issue in this action and are protected from disclosure. Plaintiff further objects to this Request on the grounds and to the extent that it implicates any other applicable privilege or immunity. Plaintiff further objects to this Request on the grounds that it seeks expert discovery that is premature and/or beyond the scope of expert discovery permitted under the applicable rules, including but not limited to Virginia Supreme Court Rule 4:1.

8. All detailed time and billing records, underlying receipts supporting each expense, and all invoices prepared and billed, from any person or entity providing legal services to you in

connection with this Action, including specifically and separately, relating to the Complaint and relating to the Counterclaim.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instructions above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it is overbroad, burdensome, and harassing. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it openly seeks documents protected by the attorney-client privilege and work product doctrine. Plaintiff further objects to this Request on the grounds that it is unduly burdensome when taking into account the needs of the case. Plaintiff further objects to this Request on the grounds that it seeks information that is private and personal and protected by law, because, among other reasons, it seeks information related to Plaintiff's personal, financial, and other private legal matters, that are not at issue in this action and are protected from disclosure. Plaintiff further objects to this Request on the grounds and to the extent that it implicates any other applicable privilege or immunity. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad.

Plaintiff will not produce any documents in response to this Request.

9. To the extent not already produced, copies of all current c.v.s or resumes of any expert witness identified by you.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instructions above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it is overbroad, burdensome, and harassing. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it seeks documents protected by the attorney-client privilege and work product doctrine. Plaintiff further objects to this Request on the grounds that it seeks information that is private and personal and protected by law, because, among other reasons, it seeks information related to Plaintiff's personal, financial, and other private matters, that are not at issue in this action and are protected from disclosure. Plaintiff further objects to this Request on the grounds and to the extent that it implicates any other applicable privilege or immunity. Plaintiff further objects to this Request on the grounds that it seeks expert discovery that is premature and/or beyond the scope of expert discovery permitted under the applicable rules.

Plaintiff will comply with his obligations with respect to expert discovery in accordance with the timelines and parameters of Virginia law.

10. For each defense you have pleaded in response to the Counterclaim, please provide all documents supporting or otherwise relating to each such defense.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instructions above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it is overbroad, burdensome, and harassing. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this

Request on the grounds that it seeks documents protected by the attorney-client privilege and work product doctrine. Plaintiff further objects to this Request on the grounds that it seeks information that is private and personal and protected by law, because, among other reasons, it seeks information related to Plaintiff's personal, financial, and other private matters, that are not at issue in this action and are protected from disclosure. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad. Plaintiff further objects to this Request on the grounds and to the extent that it implicates any other applicable privilege or immunity. Plaintiff further objects on the grounds that this request is overbroad to the point of incoherence as phrased, and fails to describe the documents sought with any reasonable level of particularity.

11. Please provide copies of all publications evidencing or otherwise reflecting negatively on your reputation.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request as harassing because it purports to seek information unrelated to the subject matter of this case. Plaintiff further objects to this Request on the grounds that it is vague, as "publications" is not a defined term. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this

request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad. Plaintiff further objects to this Request on the grounds that it seeks documents that are not within Plaintiff's possession, custody or control. Plaintiff further objects to this Request on the grounds that responsive documents are obtainable from other sources that are more convenient, less burdensome, and less expensive. Plaintiff further objects to this Request to the extent that it seeks documents protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection. Plaintiff further objects that this request seeks documents that are a matter of public record and are equally available to Defendant.

Plaintiff will not produce any documents in response to this Request.

12. Please provide all documents reflecting the reasons for your loss of reputation, loss of roles or commercial opportunities from December 2018 through the present.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request on the grounds that it seeks documents that are not within Plaintiff's possession, custody, or control. Plaintiff further objects to this Request on the grounds that responsive documents are obtainable from other sources that are more convenient, less burdensome, and less expensive. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the

grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad. Plaintiff further objects to this Request to the extent that it seeks documents protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection.

Without waiving the above-stated objections, Plaintiff will produce and/or has already produced responsive, non-privileged documents within his possession, custody, or control (if any) that can be located after a reasonable search conducted in good faith.

13. Please provide all communications from any person or entity reflecting that you have not been considered for, or have lost the opportunity for, any role or commercial opportunity from December 2018 through the present.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request on the grounds that it seeks documents that are not within Plaintiff's possession, custody, or control. Plaintiff further objects to this Request on the grounds that responsive documents are obtainable from other sources that are more convenient, less burdensome, and less expensive. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad. Plaintiff further objects to this Request to the extent that it seeks

documents protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection. Plaintiff further objects to this request on the grounds that there is no subject matter limitation as to the nature of the communications sought.

Plaintiff will not produce documents responsive to this request as posed.

14. To the extent not provided in response to No. 13 or other document request, please provide a copy of all communications reflecting the reasons for your loss of reputation, and/or for not being considered for any role or commercial opportunity from December 2018 through the present.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request on the grounds that it seeks documents that are not within Plaintiff's possession, custody, or control. Plaintiff further objects to this Request on the grounds that responsive documents are obtainable from other sources that are more convenient, less burdensome, and less expensive. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad. Plaintiff further objects to this Request to the extent that it seeks documents protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection.

Without waiving the above-stated objections, Plaintiff will produce responsive, non-privileged documents within his possession, custody, or control (if any) that can be located after a reasonable search conducted in good faith.

15. Please provide copies of all non-privileged communications from any person or entity in response to, commenting upon, or otherwise relating to, the filing of the divorce action against you by Ms. Heard in May 2016 and the attendant obtaining of a Domestic Violence Temporary Restraining Order. This request is seeking response or reaction from outside persons or entities, not anyone within the litigation. This includes, but is not limited to, any reactions or responses by studios, companies, producers, directors or other potential sources of income.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. The Request seeks *all* communications from *any* person or entity, regardless of whether such communications were even with Plaintiff. Plaintiff further objects to this Request as harassing because it purports to seek information unrelated to the subject matter of this case. Plaintiff further objects to this Request on the grounds that it seeks documents that are not within Plaintiff's possession, custody, or control. Plaintiff further objects to this Request on the grounds that responsive documents are obtainable from other sources that are more convenient, less burdensome, and less expensive. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad.

Plaintiff further objects to this Request to the extent that it seeks documents protected by the work product doctrine and/or any other applicable privilege, immunity, or protection.

Plaintiff will produce and/or has already produced responsive, non-privileged communications that occurred with Plaintiff and are within his possession, custody, or control (if any) that can be located after a reasonable search conducted in good faith. Plaintiff will not produce any other documents in response to this Request.

16. Please provide copies of all non-privileged communications from any person or entity in response to, commenting upon, or otherwise relating to, the publication of the 2018 editorial/article by Dan Wooten in the UK Sun newspaper. This includes, but is not limited to, any responses or reactions by studios, companies, producers, directors or other potential sources of income.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. The Request seeks *all* communications from *any* person or entity, regardless of whether such communications were even with Plaintiff. Plaintiff further objects to this Request as harassing because it purports to seek information unrelated to the subject matter of this case. Plaintiff further objects to this Request on the grounds that it seeks documents that are not within Plaintiff's possession, custody, or control. Plaintiff further objects to this Request on the grounds that responsive documents are obtainable from other sources that are more convenient, less burdensome, and less expensive. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not

reasonably tailored to the claims and defenses in this case and is harassing and overbroad. Plaintiff further objects to this Request to the extent that it seeks documents protected by the work product doctrine and/or any other applicable privilege, immunity, or protection.

Plaintiff will not produce any documents in response to this Request.

17. Please provide copies of all non-privileged communications from any person or entity in response to, commenting upon, or otherwise relating to, the publication of the Op-Ed by Ms. Heard published in the Washington Post in December 2018. This includes, but is not limited to, any responses or reactions by studios, companies, producers, directors or other potential sources of income.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. The Request seeks *all* communications from *any* person or entity, regardless of whether such communications were even with Plaintiff. Plaintiff further objects to this Request on the grounds that it seeks documents that are not within Plaintiff's possession, custody, or control. Plaintiff further objects to this Request on the grounds that responsive documents are obtainable from other sources that are more convenient, less burdensome, and less expensive. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad. Plaintiff further objects to this Request to the extent that it seeks documents protected by the work product doctrine and/or any other applicable privilege, immunity, or protection.

Plaintiff will produce responsive, non-privileged communications that occurred with Plaintiff and are within his possession, custody, or control (if any) that can be located after a reasonable search conducted in good faith. Plaintiff will not produce any other documents in response to this Request.

18. Please provide copies of all non-privileged communications from any person or entity in response to, commenting upon, or otherwise relating to, the UK Court Judgment delivered on November 2, 2020 in Your case against News Group Newspapers Ltd. and Dan Wooten, Case No. QB-2018-006323. This includes, but is not limited to, any responses or reactions by studios, companies, producers, directors or other potential sources of income.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. The Request seeks *all* communications from *any* person or entity, regardless of whether such communications were even with Plaintiff. Plaintiff further objects to this Request as harassing because it purports to seek information unrelated to the subject matter of this case. Plaintiff further objects to this Request on the grounds that it seeks documents that are not within Plaintiff's possession, custody, or control. Plaintiff further objects to this Request on the grounds that responsive documents are obtainable from other sources that are more convenient, less burdensome, and less expensive. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad.

Plaintiff further objects to this Request to the extent that it seeks documents protected by the attorney-client privilege, work product doctrine and/or any other applicable privilege, immunity, or protection.

Plaintiff will not produce any documents in response to this Request.

19. Please provide documents sufficient to reflect all payments made by You, or any person or entity on your behalf, to Dr. David Kipper from May 1, 2014 through the present.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request as harassing because it purports to seek information unrelated to the subject matter of this case. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff and/or third parties to this litigation, which is not subject to discovery in this action. Plaintiff further objects to this request on the grounds that it is duplicative of other discovery, and is needlessly cumulative.

Plaintiff will not produce any documents in response to this Request.

20. Please provide documents sufficient to reflect all payments made by You, or any person or entity on your behalf, including any salary, commissions, bonuses, advances, loans, benefits, perks, expenses, and for any other reason, from May 21, 2016 through the present, to the following (for each person the request includes if paid to an entity or someone on their behalf): Debbie Lloyd, Christi Dembrowski, Trinity Esparza, Brandon Patterson, Cornelius Harrell, Alejandro Romero, Robin Baum, Laura Divenere, Christian Carino, Jack Whigham, Tracy Jacob, Melanie Inglessis, Stephen Deuters, Sean Bett, Malcolm Connolly, Nathan Holmes, Raquel Pennington, Kate James, Jennifer Howell, Michele Mulrooney, Edward White, Melissa Saenz, Tyler Hadden, Isaac Baruch, Lisa Beane, Erin Boerum, Connell Cowan, Bobby de Leon, Gina Deuters, Josh Drew, Ben

King, David Kipper, Joel Mandel, Samantha McMillen, Kevin Murphy, Todd Norman, C.J. Roberts, Tara Roberts, Anthony Romero, Trudy Salven, Sam Sarkar, Robin Schulman, Doug Stanhope, Laura Wasser, Jessica Weitz, Bruce Witkin, Keenan Wyatt, Blair Berk, and Jacob Bloom.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request as harassing because it purports to seek information unrelated to the subject matter of this case. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff and/or third parties to this litigation, which is not subject to discovery in this action. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad. Plaintiff further objects to this Request on the grounds that it seeks documents protected by the attorney-client privilege, work product doctrine and/or any other applicable privilege, immunity, or protection.

Plaintiff will not produce any documents in response to this Request.

21. To the extent not previously produced, please produce all photographs, video tapes, audio tapes and any other recordings in your possession, custody or control that include Ms. Heard.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request as harassing because it purports to seek information unrelated to the subject matter of this case. Plaintiff further objects to this Request as it is duplicative.

Without waiving the above-stated objections, Plaintiff will produce and/or has already produced responsive, non-privileged photographs, video tapes, audio tapes, and other recordings within his possession, custody, or control that can be located after a reasonable search conducted in good faith.

22. All agreements, payments, and communications with anyone providing any type of computer, internet or social media services of any kind to You or on Your behalf, including directed at, to or on behalf of others, from January 1, 2016 through the present.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request as harassing because it purports to seek information unrelated to the subject matter of this case. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the

grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff and/or third parties to this litigation, which is not subject to discovery in this action. Plaintiff further objects to this request on the grounds and to the extent that it seeks documents protected by the attorney-client privilege, work-product doctrine, or any other applicable privilege or immunity.

Plaintiff will not produce any documents in response to this Request.

23. All communications of any kind with or relating to Twitter, Instagram, Facebook, LinkedIn, and any internet service provider, relating to all services and charges you have been provided and charged for, from January 1, 2016 through the present.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case. Plaintiff further objects to this Request as harassing because it purports to seek information unrelated to the subject matter of this case. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff and/or third parties to this litigation, which is not subject to discovery in this action. Plaintiff further

objects on the grounds and to the extent that this request seeks documents protected by the attorney-client privilege, work-product doctrine, and any other privilege, protection, or immunity.

Plaintiff will not produce any documents in response to this Request.

24. To the extent not otherwise produced, please produce any documents you believe relate in any manner to the Complaint, the Counterclaim, and any defenses raised by either side.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case as it seeks documents that may relate "in any manner" to the case. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff and/or third parties to this litigation, which is not subject to discovery in this action. Plaintiff further objects to this Request on the grounds and to the extent that it seeks documents protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad.

Plaintiff will not produce documents to this request as posed.

25. To the extent not otherwise produced, please produce any document you believe relate in any manner to the damages claimed by YOU, or by Ms. Heard in this Action, the

Complaint, and the Counterclaim, including any evidence supporting or disputing such claims for damages.

RESPONSE:

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instruction above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this Request on the grounds that it is overly broad and unduly burdensome taking into account the needs of the case as it seeks documents that may relate "in any manner" to the case. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff and/or third parties to this litigation, which is not subject to discovery in this action. Plaintiff further objects to this request on the grounds that it is vague and ambiguous. Plaintiff further objects to this request on the grounds that it is lacking in reasonable particularity. Plaintiff further objects to this request on the grounds that it is not reasonably tailored to the claims and defenses in this case and is harassing and overbroad. Plaintiff further objects to this Request to the extent that it seeks documents protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection. Plaintiff further objects on the grounds and to the extent that this seeks expert discovery prematurely and/or beyond the scope allowed by the Virginia Rules.

Plaintiff will not produce documents to this request as posed.

Dated: January 22, 2021

Respectfully submitted,



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cvasquez@brownrudnick.com


Counsel for Plaintiff John C. Depp, II

CERTIFICATE OF SERVICE

I hereby certify that on this 22 day of January 2021, I caused copies of the foregoing to be served via email (per written agreement between the Parties) on the following:

J. Benjamin Rottenborn (VSB No. 84796)
Joshua R. Treece (VSB No. 79149)
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Elaine Charlson Bredehoft (VSB No. 23766)
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Benjamin G. Chew

ATTACHMENT 2

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

MO [REDACTED] ED DOCKET
2021 APR -8 PM 3:35
JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

John C. Depp, II,
Plaintiff,

v.

Amber Laura Heard,
Defendant.

Civil Action No.: CL-2019-0002911

**PLAINTIFF JOHN C. DEPP, II'S MEMORANDUM IN SUPPORT OF MOTION TO
COMPEL DEFENDANT AMBER LAURA HEARD'S FURTHER RESPONSES
WITHOUT OBJECTIONS AND PRODUCTION OF DOCUMENTS IN RESPONSE TO
FOURTH REQUESTS FOR PRODUCTION**

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Counsel for Plaintiff John C. Depp, II

In her responses to Mr. Depp's Fourth Requests for Production,¹ Ms. Heard has taken positions that are entirely indefensible, in an improper attempt to stonewall basic discovery. For instance, Ms. Heard asserted blanket objections to requests that merely ask for *communications regarding her own claims to have been violently abused by Mr. Depp—the central issue in this case*. The deficiencies in Ms. Heard's responses include the following: (1) Ms. Heard asserted blanket objections to clearly appropriate requests; (2) she included improper limiting language that will drastically and impermissibly narrow the scope of any production; and (3) she has produced no documents. Mr. Depp respectfully requests that the Court order Ms. Heard to provide supplemental responses without objections; remove her improper limiting language; and immediately produce documents. Mr. Depp also requests that Ms. Heard be sanctioned.

I. Ms. Heard Improperly Limits The Scope Of Documents To Be Produced In Response To RFP Nos. 9, 11-14, 16, 18, 20, 22, 24, 26, 28, and 29-33

In response to Mr. Depp's RFP Nos. 9, 11, 12, 13, 14, 16, 18, 20, 22, 24, 26, 28, 29, 30, 31, 32, and 33, Ms. Heard agreed to produce documents, but improperly limited the scope by stating that she would only "produce non-privileged documents in response to this Request relevant to the statements at issue." (Emphasis added). In meet and confer discussions, Ms. Heard appeared to take the position that she only needs to produce documents that specifically relate to the three alleged statements by Mr. Depp's personal attorney, Adam Waldman, that form the basis of the remaining portion of her surviving Second Counterclaim for defamation. Thus, for example, in response to RFP No. 9, which seeks documents and communications "that evidence or reflect the impact of any and all public statements by Adam Waldman on [Ms. Heard's] reputation and or career," Ms. Heard evidently intends to withhold any documents that do not specifically relate to one of the three statements that survived Mr. Depp's Plea in Bar.

¹ Mr. Depp's Fourth RFPs are attached hereto as Exhibit 1. Ms. Heard's responses to the Fourth RFPs are attached as Exhibit 2. A meet and confer email regarding Ms. Heard's responses is attached as Exhibit 3.

In short, Ms. Heard is attempting to withhold highly relevant documents. For instance, a hypothetical document discussing the truth or falsity of an earlier statement by Mr. Waldman about Ms. Heard, or its effect on Ms. Heard's reputation, might be withheld on the specious grounds that it does not specifically relate to one of the three specific statements that survived Mr. Depp's Plea in Bar. But such a document could nonetheless be highly relevant to issues such as the truth or falsity of Mr. Waldman's later statements. Similarly, such a document could be critically relevant to a damages analysis, to show that any alleged damages to Ms. Heard's reputation were actually attributable to earlier statements that are now time-barred. The scope of discovery in Virginia is broad, and Ms. Heard may not withhold documents relevant to the subject of this action, based on her unilateral determination that they do not specifically relate to one of the three surviving statements in her Counterclaim. Va. R. Sup. Ct. 4:1(a).

II. Improper Limiting Language In Response To RFP Nos. 2, 18, and 19

RFP No. 2 seeks documents reflecting acting projects for which Ms. Heard was rejected, from 2010 to present. This is essential to analyzing Ms. Heard's \$100 million Counterclaim, which is based on Ms. Heard's contention that a handful of tweets by Adam Waldman caused \$100 million in damages to her career. Ms. Heard only agreed to produce documents dated *after April 8, 2020*, apparently based on the date of Mr. Waldman's alleged statements. That is not a reasonable position. To assess Ms. Heard's claimed \$100 million in damages, Mr. Depp must assess Ms. Heard's plausible income and career trajectory over a period of time. The state of Ms. Heard's career prior to April 8, 2020 is relevant to evaluating the impact, if any, of any tweets by Mr. Waldman. If Ms. Heard was frequently rejected for acting jobs prior to April 8, 2020, that would undermine any claim that subsequent rejections are attributable to Mr. Waldman's tweets. Indeed, no damages analysis can be conducted without such information.

RFP No. 18 seeks drafts of Ms. Heard's op-ed in the *Washington Post*, which forms the basis of Mr. Depp's Complaint for defamation. Ms. Heard's response limits the scope of production to "non-privileged" drafts. But Ms. Heard asserted the defense of advice of counsel in her fourth affirmative defense in her Answer ("Defendant relied upon counsel in writing and publishing the Op-Ed..."), which waives the privilege. Having asserted a defense that she relied on counsel in drafting the Op-ed, Ms. Heard cannot withhold drafts of the Op-ed on privilege grounds. See, e.g., *7600 Limited Partnership v. QuesTech, Inc.*, 41 Va. Cir. 60 (1996).

RFP No. 19 seeks documents and communications regarding the op-ed in *The Washington Post* that forms the basis of Mr. Depp's Complaint in this action. The request clearly seeks directly relevant, discoverable information. Incredibly, Ms. Heard only agreed to produce drafts of the op-ed, but no communications or other documents.

III. Ms. Heard's Document Production Is Long Overdue

Ms. Heard's documents were due on January 19, 2021. Va. R. Sup. Ct. 4:9. No documents have been produced. The parties are in the midst of depositions, and the discovery cutoff is a bare two months away. Immediate production should be ordered.

IV. Ms. Heard Refuses Outright To Produce Any Documents In Response To RFP Nos. 3, 4, 5-8, 10, 15, 17, 19, 21, 23, 25, 27, and 34-42

Ms. Heard's objections to the RFPs set forth below should be overruled:

RFP Nos. 3 and 4 seek documents and contracts reflecting Ms. Heard's compensation from professional projects (i.e., acting jobs). Mr. Depp cannot properly evaluate and present evidence as to whether Ms. Heard's claim to have suffered \$100 million in damages is plausible without taking discovery as to her actual and projected income and career prospects.

RFP Nos. 5, 6, 7, 8, 10 seek documents reflecting the impact of the Depp/Heard relationship, the parties' divorce, the parties' subsequent litigation, and Ms. Heard's public abuse

allegations against Mr. Depp on Ms. Heard's reputation and career. By asserting a \$100 million Counterclaim for defamation, Ms. Heard put her reputation directly at issue. Mr. Depp is entitled to explore the relative impact of each of these events on Ms. Heard's career and reputation. For instance, if documents suggest that Ms. Heard's career was damaged more by the parties' widely publicized litigation than by a few tweets from Mr. Waldman, that fact would be relevant to challenge her claimed damages. Mr. Depp also contends that Ms. Heard manipulated the public and the press to falsely portray herself as a heroic survivor of abuse, in part to burnish her reputation and raise her profile, and is entitled to seek discovery to support that contention.

RFP No. 15 seeks documents related to the domestic violence restraining order sought by Ms. Heard when the parties divorced, *in which Ms. Heard publicly alleged in court filings that she had been abused by Mr. Depp*. While a subset of responsive documents might be privileged, any non-privileged documents that pertain to the restraining order or its contents are directly relevant. To state the obvious, *the truth or falsity of Ms. Heard's abuse allegations are at the heart of this case*. Documents and communications regarding the restraining order are reasonably calculated to lead to admissible evidence on that issue, and cannot be withheld.

RFP No. 17, 21, 23, 25, and 27 seek documents related to any contention that Ms. Heard suffered damages as a result of statements by Mr. Depp and Mr. Waldman that have now been eliminated as part of Ms. Heard's Counterclaim by Mr. Depp's Plea in Bar. However, the information sought by these RFPs remains relevant to a damages analysis. Mr. Depp is entitled to explore how much of Ms. Heard's \$100 million in alleged damages was claimed to be attributable to the five statements that are no longer part of Ms. Heard's Counterclaim. In other words, Mr. Depp is entitled to explore issues such as whether Ms. Heard's claimed damages are attributable, in whole or in part, to earlier statements as to which any claim is time-barred.


RFP No. 34 seeks documents and communications between Ms. Heard and film studios or similar entities regarding the alleged defamatory statements by Mr. Depp and Mr. Waldman in her Counterclaim, as well as the publicity surrounding this action and related litigation involving Mr. Depp. This, again, is relevant to Ms. Heard's alleged damages. Mr. Depp is entitled to explore whether these matters have had any actual impact on Ms. Heard's career, and whether any film studios have raised the drama in her personal life as a problem for her professionally, or cited any statements by Mr. Waldman (or cited this litigation) as a reason not to employ her.

RFP No. 35 seeks communications between Ms. Heard and her girlfriend, Bianca Butti regarding her claims of violent abuse by Mr. Depp. Such communications are relevant *to the central issue in this case*, and not privileged. Ms. Heard's objections are invalid on their face.

RFP No. 36 similarly seeks non-privileged communications between Ms. Heard and other persons regarding her claims of violent abuse against Mr. Depp. Once again, the relevance and appropriateness of this request could not be clearer. *Ms. Heard's claims of violent abuse are the central issue in this case*—any communications regarding her claims of abuse are relevant and discoverable. Quite frankly, any such documents should have been produced years ago. Astoundingly, Ms. Heard served blanket, boilerplate objections and refused to produce anything.

RFP Nos. 37-42 seek documents related to publicity Ms. Heard received from her (false) promise to donate the entirety of her divorce settlement from Mr. Depp to charity; documents sufficient to confirm the dates and amounts of any donations from the settlement proceeds that were actually made; and documents reflecting an anonymous donor who appears to have made donations on Ms. Heard's behalf. Ms. Heard has put these matters at issue, including by testifying that she could not have been financially motivated in accusing Mr. Depp of abuse, because she supposedly had kept none of the settlement proceeds.

Respectfully submitted,


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Counsel for Plaintiff John C. Depp, II

Dated: February 12, 2021

ATTACHMENT 3

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VIRGINIA:

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY

-----X

JOHN C. DEPP, II, :

Plaintiff, : Civil Action No.:

v. : CL-2019-0002911

AMBER LAURA HEARD, :

Defendant. :

-----X

HEARING

Conducted Virtually

Friday, April 30, 2021

11:30 a.m.

Job No.: 370834

Pages: 1 - 79

Transcribed by: Jerome E. Harris, CDLT-204

1 2020. The logic of her objection is that Chief Judge
2 White sustained Mr. Depp's plea in bar as to Statements
3 A through E of the counterclaims. In other words, the
4 earlier allegedly defamatory statements. One by Mr.
5 Depp, four by Mr. Waldman. And she's saying, Well, I
6 only have to produce documents after April 8th, 2020,
7 because those are the three surviving statements that
8 survive the plea in bar.

9 Well, we respectfully submit, Your Honor, that
10 that is arbitrary as it's quite possible, and Mr. Depp
11 should be able to argue, that any damage to Ms. Heard's
12 career were not done by the last three statements, but
13 rather, and more likely, by the prior five statements.
14 In particular, Statement A attached to the counterclaim
15 was the only statement allegedly made by Mr. Depp. It
16 was allegedly defamatory, and that was in the GQ
17 article.

18 And I would respectfully submit to Your Honor
19 that far more people read the GQ article which featured
20 Mr. Depp on the cover and had his actual words than read
21 the next several statements that were complained of
22 which appeared on Mr. -- Mr. Waldman's Twitter account.

1 So clearly, Your Honor, we believe that that is
2 arbitrary, and if Your Honor should order Ms. Heard to
3 produce all document -- all documents reflecting the
4 impact of the eight statements on Ms. Heard's career.

5 Few more examples before I move to the next
6 category.

7 Request number 34, which calls for
8 communication, Ms. Heard's communications, with the
9 studios about Mr. Depp's claims against Amber Heard; the
10 UK case, and the -- the eight defamatory statements that
11 were filed in the counterclaim.

12 Ms. Heard says in her supplement that she
13 stands on her objections, but these are core because
14 they -- these are core requests because they go to the
15 damages to Ms. Heard's career. And it bears noting that
16 Chief Judge White ordered Mr. Depp to produce all such
17 correspondence that he had with the studios about Amber
18 Heard, and their relationship over the past ten years.
19 Really going back to 2010, because you can't get a --
20 take a snapshot of what's happened since 2020. Chief
21 Judge White said you have to go back ten years with
22 respect to the tax returns, with respect to the

1 at the law of Virginia, which is interesting.

2 And I would respectfully reserve two minutes
3 for rebuttal, Your Honor.

4 THE COURT: All right. Mr. -- I -- I did have
5 one question for you before you finished, and I know
6 we're going to go a little longer, and that's fine.
7 And Ms. Bredehoft, I'll give you all the time you need
8 as well in this matter.

9 But there was -- Ms. Bredehoft brought up about
10 the word, impact, in that the word, impact, is overbroad
11 in quite a few of the RFPs. Could you just address that
12 issue.

13 MR. CHEW: Your Honor, I think what we were
14 getting at with impact is what effect, or what
15 commercial impact Mr. Depp's -- or rather, Mr. Waldman's
16 three statements, or all the statements, actually, since
17 there are all eight are in the counterclaim, Statements
18 A through G, what commercial impact that had on her
19 career, because she is suing, as Your Honor knows, Mr.
20 Depp for \$100 million, which is actually twice as much
21 as what Mr. Depp is suing Ms. Heard for. Which is
22 ironic because I think their -- their career track

1 record is slightly different.

2 But putting that aside, Chief Judge White
3 rightly ordered us, emphatically, to produce all
4 documents related to your damages claim, Mr. Depp. And
5 that was defined as going back, you know, to 2010, and
6 we have done that.

7 Ms. Heard's claim for damages is twice as much.
8 And all we ask for is the same. We -- we're not trying
9 to play games or wordsmith. We need the -- the
10 correspondence with the studios. You know, we're saying
11 Dear Amber, you know, given the controversy, you know,
12 given the statements that have been made, you know,
13 we're not going to -- we are not going to hire you for
14 Aquaman 6. That's all we're trying to get, Your Honor.
15 We're not -- we're not trying to be overly burdensome.
16 But -- but to -- to arbitrarily cut it off at April 8,
17 2020, we're not going to find much about her damages
18 claims.

19 THE COURT: All right. Thank you, Mr. Chew.

20 MR. CHEW: Thank you, Your Honor.

21 THE COURT: Ms. Bredehoft.

22 We can't hear you.

1 Heard. Mr. Justice Nicol, who was -- who was
2 hornswoggled by her testimony that she -- oh, she
3 couldn't be unadventurous, she couldn't be a
4 money-grabber if she gave all her money to charity. He
5 didn't know that that was a lie, because she wasn't
6 deposed, and she was continuing to lie. And the CHL --
7 and she was continuing to resist discovery in Virginia.

8 But what we're about here today is, Your Honor,
9 Mr. Bredehoft says, you know, gee, Your Honor, we're
10 going to produce anything that supports her damages
11 claim. We have every interest to do that. Of course,
12 she does. But we're entitled not only to what supports
13 Ms. Heard's damages claim; we're entitled to what
14 relates to Ms. -- Ms. Heard's damages claim.


15 And with respect to her other -- I -- we never
16 said that Ms. Heard hasn't produced a single document
17 prior to April 8th, 2020. What we're saying is that her
18 objections which she told me this morning she was
19 standing on, she just admitted it. Her objections on
20 which she's standing is we -- we don't want to produce
21 documents prior to April 8th, 2020. We may give you
22 some, but we're not required to.

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CERTIFICATE OF COURT REPORTER - NOTARY PUBLIC

I, Merinda Evans, the officer before whom the foregoing proceedings 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 30th day of April, 2021.

 _____

Merinda Evans, Notary Public
for the State of Maryland

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CERTIFICATE OF TRANSCRIBER

I, Jerome E. Harris, 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 have no interest, financial or otherwise, in its outcome.

[REDACTED]

Jerome E. Harris, CDLT-204

May 1, 2021

ATTACHMENT 4*

*The Confidential designation of this document has been removed pursuant to an Agreed Order by counsel, entered by this Court on January 5, 2021.

**INFINITUM NIHIL
INCOME STATEMENT**

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2009

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Warner Bros - Overhead				
INCOME				
Income from Operations				
Warner Bros - Overhead	187,498.08	100.00	2,249,976.96	74.28
Total Warner Bros - Overhead	<u>187,498.08</u>	<u>100.00</u>	<u>2,249,976.96</u>	<u>74.28</u>
Total Income from Operations	<u>187,498.08</u>	<u>100.00</u>	<u>2,249,976.96</u>	<u>74.28</u>
Reimbursed Expenses				
Other Income				
Reimbursed Exp-Warner Bros	0.00	0.00	760,652.19	25.11
Reimbursed Exp-Rum Diary	0.00	0.00	18,366.72	0.60
Total Reimbursed Expenses	<u>0.00</u>	<u>0.00</u>	<u>779,018.91</u>	<u>25.71</u>
Total Other Income	<u>0.00</u>	<u>0.00</u>	<u>779,018.91</u>	<u>25.71</u>
TOTAL INCOME	<u>\$ 187,498.08</u>	<u>100.00</u>	<u>\$ 3,028,995.87</u>	<u>100.00</u>

**INFINITUM NIHIL
INCOME STATEMENT**

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2010

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Warner Bros - Overhead				
INCOME				
Income from Operations				
Warner Bros - Overhead	0.00	0.00	962,490.16	32.21
GK Films Overall Deal	0.00	0.00	1,125,000.00	37.65
Total Warner Bros - Overhead	<u>0.00</u>	<u>0.00</u>	<u>2,087,490.16</u>	<u>69.87</u>
Income				
Fee - GK Films (KR Project)	0.00	0.00	750,000.00	25.10
Fee - Rum Diary Productions	0.00	0.00	150,000.00	5.02
Total Income	<u>0.00</u>	<u>0.00</u>	<u>900,000.00</u>	<u>30.12</u>
Total Income from Operations	<u>0.00</u>	<u>0.00</u>	<u>2,987,490.16</u>	<u>100.00</u>
TOTAL INCOME	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 2,987,490.16</u>	<u>100.00</u>

INFINITUM NIHIL
INCOME STATEMENT
 FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2011

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
WB UK "Dark Shadows"	0.00	0.00	800,000.00	26.22
Total Fees	<u>0.00</u>	<u>0.00</u>	<u>800,000.00</u>	<u>26.22</u>
Warner Bros - Overhead				
GK Films Overall Deal	0.00	0.00	2,250,000.00	73.77
Total Warner Bros - Overhead	<u>0.00</u>	<u>0.00</u>	<u>2,250,000.00</u>	<u>73.77</u>
Total Income from Operations	<u>0.00</u>	<u>0.00</u>	<u>3,050,000.00</u>	<u>100.00</u>
TOTAL INCOME	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 3,050,000.00</u>	<u>100.00</u>

INFINITUM NIHIL
INCOME STATEMENT
 FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2012

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
WB UK "Dark Shadows"	0.00	0.00	200,000.00	8.18
Total Fees	<u>0.00</u>	<u>0.00</u>	<u>200,000.00</u>	<u>8.18</u>
Warner Bros - Overhead				
GK Films Overall Deal	0.00	0.00	2,250,000.00	92.05
Total Warner Bros - Overhead	<u>0.00</u>	<u>0.00</u>	<u>2,250,000.00</u>	<u>92.05</u>
Total Income from Operations	<u>0.00</u>	<u>0.00</u>	<u>2,450,000.00</u>	<u>100.23</u>
Other Income				
Miscellaneous Income				
Misc - Petty Cash Overage/Shortag	0.00	0.00	(5,718.59)	-0.23
Total Miscellaneous Income	<u>0.00</u>	<u>0.00</u>	<u>(5,718.59)</u>	<u>-0.23</u>
Total Other Income	<u>0.00</u>	<u>0.00</u>	<u>(5,718.59)</u>	<u>-0.23</u>
TOTAL INCOME	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 2,444,281.41</u>	<u>100.00</u>

INFINITUM NIHIL
INCOME STATEMENT
 FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2013

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
INCOME				
Income from Operations				
Fees				
Prod Fee - Mortdecai	0.00	0.00	320,000.00	10.05
Total Fees	0.00	0.00	320,000.00	10.05
Profit Participation				
Profit Part-Dark Shadows	95,000.00	100.00	934,660.00	29.38
Total Profit Participation	95,000.00	100.00	934,660.00	29.38
Warner Bros - Overhead				
GK Films Overall Deal	0.00	0.00	1,125,000.00	35.36
Total Warner Bros - Overhead	0.00	0.00	1,125,000.00	35.36
Total Income from Operations	95,000.00	100.00	2,379,660.00	74.80
Reimbursed Expenses				
Disney Overall Deal-Reimbursed Expenses				
Other Income				
Disney Reimb-General	0.00	0.00	801,362.25	25.19
Total Disney Overall Deal-Reimburs	0.00	0.00	801,362.25	25.19
Total Reimbursed Expenses	0.00	0.00	801,362.25	25.19
Total Other Income	0.00	0.00	801,362.25	25.19
TOTAL INCOME	\$ 95,000.00	100.00	\$ 3,181,022.25	100.00

INFINITUM NIHIL
INCOME STATEMENT
FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2014

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
INCOME				
Income from Operations				
Fees				
Prod Fee - Mortdecai	0.00	0.00	480,000.00	15.85
Total Fees	0.00	0.00	480,000.00	15.85
Profit Participation				
Profit Part-Dark Shadows	0.00	0.00	149,619.00	4.94
Total Profit Participation	0.00	0.00	149,619.00	4.94
Total Income from Operations	0.00	0.00	629,619.00	20.79
Other Income				
Miscellaneous Income				
Misc - Petty Cash Overage/Shortag	0.00	0.00	(0.57)	0.00
Total Miscellaneous Income	0.00	0.00	(0.57)	0.00
Reimbursed Expenses				
Disney Overall Deal-Reimbursed Expenses				
Disney Reimb-General	415,316.03	100.00	2,367,561.22	78.20
Total Disney Overall Deal-Reimburs	415,316.03	100.00	2,367,561.22	78.20
Reimbursed Exp-Mortdecai	0.00	0.00	30,150.00	0.99
Total Reimbursed Expenses	415,316.03	100.00	2,397,711.22	79.20
Total Other Income	415,316.03	100.00	2,397,710.65	79.20
TOTAL INCOME	\$ 415,316.03	100.00	\$ 3,027,329.65	100.00

**INFINITUM NIHIL
INCOME STATEMENT**

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2015

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
INCOME				
Income from Operations				
Fees				
Prod Fee - Mortdecai	0.00	0.00	200,000.00	7.52
Total Fees	0.00	0.00	200,000.00	7.52
Profit Participation				
Profit Part-Dark Shadows	21,434.00	9.77	159,549.00	6.00
Total Profit Participation	21,434.00	9.77	159,549.00	6.00
Total Income from Operations	21,434.00	9.77	359,549.00	13.52
Other Income				
Miscellaneous Income				
Misc - Petty Cash Overage/Shortag	0.00	0.00	344.40	0.01
Total Miscellaneous Income	0.00	0.00	344.40	0.01
Reimbursed Expenses				
Disney Overall Deal-Reimbursed Expenses				
Disney Reimb-General	197,805.14	90.22	2,298,083.93	86.45
Total Disney Overall Deal-Reimburs	197,805.14	90.22	2,298,083.93	86.45
Total Reimbursed Expenses	197,805.14	90.22	2,298,083.93	86.45
Total Other Income	197,805.14	90.22	2,298,428.33	86.47
TOTAL INCOME	\$ 219,239.14	100.00	\$ 2,657,977.33	100.00

11:25 AM
04/01/20
Cash Basis

INFINITUM NIHIL, INC.
Profit & Loss
January through December 2016

	<u>Jan - Dec 16</u>
Ordinary Income/Expense	
Income	
Misc-Petty Cash	31.49
Producer Fees	3,125.00
Dark Shadows	87,281.00
Walt Disney	2,546,100.76
Sparrow Films, Inc.	126,362.50
Total Income	<u>2,762,900.75</u>
Gross Profit	2,762,900.75

11:25 AM
04/01/20
Cash Basis

INFINITUM NIHIL, INC.
Profit & Loss
January through December 2017

	<u>Jan - Dec 17</u>
Ordinary Income/Expense	
Income	
FORTUNATELY, THE MILK	3,125.00
Producer Fees	
Stanhope & Friends	9,000.00
Richard Says Goodbye	500,000.00
Total Producer Fees	<u>509,000.00</u>
Profit Participation	
Profit Part-"Dark Shadows"	43,169.00
Total Profit Participation	<u>43,169.00</u>
Walt Disney	<u>833,334.01</u>
Total Income	<u>1,388,628.01</u>
Gross Profit	1,388,628.01

11:26 AM

04/01/20
Cash Basis

INFINITUM NIHIL, INC.
Profit & Loss
January through December 2018

	<u>Jan - Dec 18</u>
Ordinary Income/Expense	
Income	
DRAGONFIRE DEVELOPMENT LLC	20,000.00
INCOME - CAA	
TREEHORN	50,000.00
WAITING FOR THE BARBARIANS	250,000.00
Total INCOME - CAA	300,000.00
Windhorn	
Producer Fees	167,868.00
Dark Shadows	48,334.00
Stanhope & Friends	10,000.00
Total Producer Fees	58,334.00
Total Income	546,202.00
Gross Profit	546,202.00

11:26 AM
04/01/20
Cash Basis

INFINITUM NIHIL, INC.
Profit & Loss
January through December 2019

	<u>Jan - Dec 19</u>
Ordinary Income/Expense	
Income	
Producer Fees	
Dark Shadows	63,421.00
Total Producer Fees	<u>63,421.00</u>
Total Income	63,421.00
Gross Profit	63,421.00

10:21 AM
09/03/20
Cash Basis

INFINITUM NIHIL, INC.
Profit & Loss
January through August 2020

	<u>Jan - Aug 20</u>
Ordinary Income/Expense	
Income	
FORTUNATELY, THE MILK	6,250.00
Dark Shadows	<u>36,741.00</u>
Total Income	<u>42,991.00</u>
Gross Profit	42,991.00

L.R.D. PRODUCTIONS, INC.
Income Statement
 FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2009

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
Profit Participation-"Chocolate Fa	0.00	0.00	1,140,077.00	55.71
Profit Participation-"From Hell" "Rum Diary"	0.00	0.00	94,343.00	4.61
Total Fees	<u>0.00</u>	<u>0.00</u>	<u>672,000.00</u>	<u>32.83</u>
Residuals				
Resid-"Once Upon A Time In Mexico"	0.00	0.00	2,463.34	0.12
Resid-"Charlie and the Chocolate F	0.00	0.00	21,159.06	1.03
Resid-"Corpse Bride"	0.00	0.00	4,751.02	0.23
Resid-"Sweeney Todd"	0.00	0.00	111,523.45	5.44
Total Residuals	<u>0.00</u>	<u>0.00</u>	<u>139,896.87</u>	<u>6.83</u>
Royalties				
Royalties-Sony/ATV Music	0.00	0.00	107.50	0.00
Total Royalties	<u>0.00</u>	<u>0.00</u>	<u>107.50</u>	<u>0.00</u>
Total Income from Operations	<u>0.00</u>	<u>0.00</u>	<u>2,046,424.37</u>	<u>100.00</u>
Total Income				
Business Management	<u>\$ 0.00</u>	<u>0.00</u>	<u>\$ 2,046,424.37</u>	<u>100.00</u>

L.R.D. PRODUCTIONS, INC.
Income Statement
 FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2010

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
"The Tourist"	0.00	0.00	14,000,000.00	90.57
Total Fees	<u>0.00</u>	<u>0.00</u>	<u>14,000,000.00</u>	<u>90.57</u>
Residuals				
Resid-"Once Upon A Time In Mexico"	0.00	0.00	1,609.46	0.01
Resid-"Charlie and the Chocolate F	0.00	0.00	17,282.20	0.11
Resid-"Corpse Bride"	0.00	0.00	468.56	0.00
Resid-"Sweeney Todd"	0.00	0.00	24,800.46	0.16
Total Residuals	<u>0.00</u>	<u>0.00</u>	<u>44,160.68</u>	<u>0.28</u>
Profit Participation				
Profit Part-"Charlie & the Chocola	0.00	0.00	1,028,078.00	6.65
Profit Part-"Sweeney Todd"	0.00	0.00	148,807.00	0.96
Profit Part-"From Hell"	0.00	0.00	109,307.00	0.70
Total Profit Participation	<u>0.00</u>	<u>0.00</u>	<u>1,286,192.00</u>	<u>8.32</u>
Reimbursed Expenses				
The Tourist Productions, LLC	126,000.00	100.00	126,000.00	0.81
Total Reimbursed Expenses	<u>126,000.00</u>	<u>100.00</u>	<u>126,000.00</u>	<u>0.81</u>
Total Income from Operations	<u>126,000.00</u>	<u>100.00</u>	<u>15,456,352.68</u>	<u>100.00</u>
Total Income	<u>\$ 126,000.00</u>	<u>100.00</u>	<u>\$ 15,456,352.68</u>	<u>100.00</u>

L.R.D. PRODUCTIONS, INC.
Income Statement
FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2011

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
Fees-Disney Annie Leibovitz Portra	0.00	0.00	200,000.00	0.88
Fees-Warner Bros UK "Dark Shadows"	0.00	0.00	20,000,000.30	88.36
Total Fees	0.00	0.00	20,200,000.30	89.25
Residuals				
Resid-"Once Upon A Time In Mexico"	0.00	0.00	1,311.66	0.00
Resid-"Charlie and the Chocolate F	0.00	0.00	11,036.58	0.04
Resid-"Corpse Bride"	0.00	0.00	4,938.52	0.02
Resid-"Sweeney Todd"	0.00	0.00	26,683.12	0.11
Resid-"Imaginarium of Dr. Parnassu	0.00	0.00	1,704.42	0.00
Total Residuals	0.00	0.00	45,674.30	0.20
Royalties				
Royalties - Sweeney Todd Music	0.00	0.00	6,566.00	0.02
Total Royalties	0.00	0.00	6,566.00	0.02
Profit Participation				
Profit Part-"Charlie & the Chocola	0.00	0.00	959,527.00	4.23
Profit Part-"From Hell"	0.00	0.00	73,689.00	0.32
Total Profit Participation	0.00	0.00	1,033,216.00	4.56
Reimbursed Expenses				
The Tourist Productions, LLC	0.00	0.00	38,038.80	0.16
Total Reimbursed Expenses	0.00	0.00	38,038.80	0.16
Total Income from Operations	0.00	0.00	21,323,495.40	94.21
Per Diem				
Income from Investments				
Per Diem & Housing-Dark Shadows	0.00	0.00	1,309,001.46	5.78
Total Per Diem	0.00	0.00	1,309,001.46	5.78
Total Income from Investments	0.00	0.00	1,309,001.46	5.78
Total Income	\$ 0.00	0.00	\$ 22,632,496.86	100.00

L.R.D. PRODUCTIONS, INC.
Income Statement
 FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2012

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
INCOME				
Income from Operations				
Residuals				
Resid-"Once Upon A Time In Mexico"	0.93	100.00	1,721.26	0.15
Resid-"Charlie and the Chocolate F	0.00	0.00	8,783.57	0.79
Resid-"Corpse Bride"	0.00	0.00	1,968.57	0.17
Resid-"Sweeney Todd"	0.00	0.00	12,923.98	1.16
Resid-"Imaginarium of Dr. Parnassu	0.00	0.00	196.42	0.01
Resid-"I Love You Man"	0.00	0.00	1.71	0.00
Resid-"Rum Diary"	0.00	0.00	8,085.59	0.72
Resid-"Dark Shadows"	0.00	0.00	0.03	0.00
Total Residuals	0.93	100.00	33,681.13	3.03
Profit Participation				
Profit Part-"Charlie & the Chocola	0.00	0.00	714,126.00	64.29
Profit Part-"From Hell"	0.00	0.00	61,705.00	5.55
Total Profit Participation	0.00	0.00	775,831.00	69.84
Reimbursed Expenses				
Shadowdark Productions LTD	0.00	0.00	301,240.14	27.12
Total Reimbursed Expenses	0.00	0.00	301,240.14	27.12
Total Income from Operations	0.93	100.00	1,110,752.27	100.00
Total Income	\$ 0.93	100.00	\$ 1,110,752.27	100.00

L.R.D. PRODUCTIONS, INC.
Income Statement
 FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2013

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
Fees-Into the Woods	0.00	0.00	1,000,000.00	7.51
Fees-Mortdecai (UK)	4,259,062.50	95.63	11,358,450.00	85.39
Fee-UK Tax (Mortdecai)	124,298.43	2.79	124,298.43	0.93
Fees-UK Tax (Into The Woods)	56,780.33	1.27	56,780.33	0.42
Total Fees	4,440,141.26	99.70	12,539,528.76	94.27
Residuals				
Resid-"Once Upon A Time In Mexico"	540.94	0.01	2,024.79	0.01
Resid-"Charlie and the Chocolate F	2,531.77	0.05	12,146.41	0.09
Resid-"Sweeney Todd"	633.91	0.01	4,907.85	0.03
Resid-"Imaginarium of Dr. Parnassu	63.50	0.00	248.78	0.00
Resid-"Rum Diary"	165.60	0.00	9,679.21	0.07
Resid-"Dark Shadows"	9,252.66	0.20	63,904.31	0.48
Total Residuals	13,188.38	0.29	92,911.35	0.69
Royalties				
Royalties - Sweeney Todd Music	0.00	0.00	2,567.00	0.01
Total Royalties	0.00	0.00	2,567.00	0.01
Profit Participation				
Profit Part-"Charlie & the Chocola	0.00	0.00	590,607.00	4.44
Profit Part-"From Hell"	0.00	0.00	71,739.00	0.53
Total Profit Participation	0.00	0.00	662,346.00	4.97
Total Income from Operations	4,453,329.64	100.00	13,297,353.11	99.96
Per Diem				
Income from Investments				
Per Diem-Into the Woods	0.00	0.00	4,054.76	0.03
Total Per Diem	0.00	0.00	4,054.76	0.03
Total Income from Investments	0.00	0.00	4,054.76	0.03
Total Income	\$ 4,453,329.64	100.00	\$ 13,301,407.87	100.00

L.R.D. PRODUCTIONS, INC.
Income Statement
 FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2014

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
Fees-Mortdecai (UK)	0.00	0.00	760.00	0.00
Fee-London Fields	0.00	0.00	4,112.46	0.03
Fee - Alice II	0.00	0.00	12,000,000.00	90.63
Total Fees	0.00	0.00	12,004,872.46	90.66
Residuals				
Resid-"Once Upon A Time In Mexico"	0.00	0.00	799.67	0.00
Resid-"Charlie and the Chocolate F	0.00	0.00	5,125.45	0.03
Resid-"Sweeney Todd"	0.00	0.00	2,125.33	0.01
Resid-"Imaginarium of Dr. Parnassu	0.00	0.00	78.44	0.00
Resid-"Rum Diary"	0.00	0.00	818.18	0.00
Resid-"Dark Shadows"	0.00	0.00	8,139.87	0.06
Total Residuals	0.00	0.00	17,086.94	0.12
Royalties				
Royalties - Sweeney Todd Music	0.00	0.00	1,701.00	0.01
Total Royalties	0.00	0.00	1,701.00	0.01
Profit Participation				
Profit Part-"Charlie & the Chocola	0.00	0.00	757,558.00	5.72
Profit Part-"From Hell"	0.00	0.00	34,817.00	0.26
Total Profit Participation	0.00	0.00	792,375.00	5.98
Reimbursed Expenses				
Shadowdark Productions LTD	0.00	0.00	99,464.22	0.75
Reimb Exp-Mortdecai	0.00	0.00	307,269.00	2.32
Reimb Exp - London Fields	0.00	0.00	700.62	0.00
Total Reimbursed Expenses	0.00	0.00	407,433.84	3.07
Total Income from Operations	0.00	0.00	13,223,469.24	99.87
Income from Investments				
Per Diem				
Per Deim - Alice II	0.00	0.00	16,934.40	0.12
Total Per Diem	0.00	0.00	16,934.40	0.12
Total Income from Investments	0.00	0.00	16,934.40	0.12
Total Income	\$ 0.00	0.00	\$ 13,240,403.64	100.00

L.R.D. PRODUCTIONS, INC.
Income Statement
 FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2015

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
INCOME				
Income from Operations				
Fees				
Fee - Pirates 5	0.00	0.00	24,986,410.00	88.68
Total Fees	0.00	0.00	24,986,410.00	88.68
Residuals				
Resid-"Once Upon A Time In Mexico"	202.01	9.51	1,216.04	0.00
Resid-"Charlie and the Chocolate F	0.00	0.00	10,257.13	0.03
Resid-"Sweeney Todd"	1,903.94	89.69	5,690.69	0.02
Resid-"Imaginarium of Dr. Parnassu	16.66	0.78	95.62	0.00
Resid-"Rum Diary"	0.00	0.00	2,531.06	0.00
Resid-"Dark Shadows"	0.00	0.00	17,047.12	0.06
Total Residuals	2,122.61	100.00	36,837.66	0.13
Royalties				
Royalties - Sweeney Todd Music	0.00	0.00	1,400.86	0.00
Total Royalties	0.00	0.00	1,400.86	0.00
Profit Participation				
Profit Part-"Charlie & the Chocola	0.00	0.00	717,528.00	2.54
Profit Part-"From Hell"	0.00	0.00	62,198.00	0.22
Profit Part Sale - Content Partner	0.00	0.00	1,923,088.33	6.82
Total Profit Participation	0.00	0.00	2,702,814.33	9.59
Reimbursed Expenses				
Reimb Exp - Pirates 5	0.00	0.00	349,800.70	1.24
Reimb Exp - Into the Woods	0.00	0.00	96,000.00	0.34
Total Reimbursed Expenses	0.00	0.00	445,800.70	1.58
Total Income from Operations	2,122.61	100.00	28,173,263.55	100.00
Total Income	\$ 2,122.61	100.00	\$ 28,173,263.55	100.00

12:23 PM

04/01/20

Cash Basis

L.R.D. PRODUCTIONS, INC.
Profit & Loss
January through December 2016

	<u>Jan - Dec 16</u>
Ordinary Income/Expense	
Income	
ALICE	300.00
BOSWELL / FANTASTIC BEAST 2	2,000,000.00
FROM HELL	58,735.00
PIRATES OF THE CARIBBEAN 5	10,255.50
Per Diem	1,000.00
INTO THE WOODS	0.00
Reimbursed Expenses	
Reim. Exp-Pirates 5	700.00
Total Reimbursed Expenses	700.00
Residuals	
Charlie & the Chocolate Factory	11,253.64
Dark Shadows	10,088.72
Imaginarium of Dr. Parnassu	62.20
Once Upon a Time in Mexico	704.81
Rum Diaries	273.96
Sweeney Todd	5,357.74
Total Residuals	27,741.07
Total Income	2,098,731.57
Gross Profit	2,098,731.57

12:24 PM

04/01/20

Cash Basis

L.R.D. PRODUCTIONS, INC.
Profit & Loss
January through December 2018

	<u>Jan - Dec 18</u>
Ordinary Income/Expense	
Income	
BOSWELL / FANTASTIC BEAST 2	500,000.00
HAINAN FILM FESTIVAL	500,000.00
Profit Participation	
Dark Shadows	394,775.00
From Hell	74,362.00
Total Profit Participation	469,137.00
Reimbursed Expenses	
Reim. Exp-BOSWELL	244,653.14
Reim. Exp-Murder on the Orient	166,000.00
Total Reimbursed Expenses	410,653.14
Residuals	
Charlie & the Chocolate Factory	10,846.72
Dark Shadows	6,089.75
Fantastic Beast And Where To	23,464.21
Imaginarium of Dr. Parnassu	24.35
Murder on the Orient Express	18,777.25
Once Upon a Time in Mexico	965.03
Pirates 5 Dead	11,505.60
Rum Diaries	76.40
Sweeney Todd	3,992.46
Total Residuals	75,741.77
Royalties	
Sweeney Todd Music	2,331.20
Total Royalties	2,331.20
WAITING FOR THE BARBARIANS	500,000.00
Total Income	2,457,863.11
Gross Profit	2,457,863.11

9:15 AM
 09/08/20
 Cash Basis

L.R.D. PRODUCTIONS, INC.
Profit & Loss
 January through December 2019

	Jan - Dec 19	Jan - Dec 18	\$ Change
Ordinary Income/Expense			
Income			
BOSWELL/FANTASTIC BEAST 2 MERCHANDISE	980.00	0.00	980.00
Total BOSWELL/FANTASTIC BEAST 2	980.00	0.00	980.00
BOSWELL / FANTASTIC BEAST 2	0.00	500,000.00	-500,000.00
HAINAN FILM FESTIVAL	11,142.38	500,000.00	-488,857.62
MINAMATA	1,000,000.00	0.00	1,000,000.00
MURDER ON THE ORIENT EXPRESS	204,939.00	0.00	204,939.00
Profit Participation			
Dark Shadows	517,476.00	394,775.00	122,701.00
From Hell	33,129.00	74,362.00	-41,233.00
Sweeney Todd	1,772.23	0.00	1,772.23
Total Profit Participation	552,377.23	469,137.00	83,240.23
INTO THE WOODS	847,131.00	0.00	847,131.00
Reimbursed Expenses			
Reim. Exp-BOSWELL	0.00	244,653.14	-244,653.14
Reim. Exp-Murder on the Orient	0.00	166,000.00	-166,000.00
Total Reimbursed Expenses	0.00	410,653.14	-410,653.14
Residuals			
Charlie & the Chocolate Factory	13,216.83	10,846.72	2,370.11
Dark Shadows	5,243.29	6,089.75	-846.46
Fantastic The Crimes	22,792.63	0.00	22,792.63
Fantastic Beast And Where To	22,850.40	23,464.21	-613.81
Imaginarium of Dr. Parnassu	93.98	24.35	69.63
Murder on the Orient Express	31,331.76	18,777.25	12,554.51
Once Upon a Time in Mexico	1,041.64	965.03	76.61
Pirates & Dead	5,497.45	11,505.60	-6,008.15
Rum Diaries	72.26	76.40	-4.14
Sweeney Todd	4,305.86	3,992.46	313.40
Total Residuals	106,446.10	75,741.77	30,704.33
Royalties			
Sweeney Todd Music	3,787.70	2,331.20	1,456.50
Total Royalties	3,787.70	2,331.20	1,456.50
WAITING FOR THE BARBARIANS	0.00	500,000.00	-500,000.00
Total Income	2,726,803.41	2,457,863.11	268,940.30
Gross Profit	2,726,803.41	2,457,863.11	268,940.30

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09/02/20
Cash Basis

L.R.D. PRODUCTIONS, INC.
Profit & Loss
January through August 2020

	<u>Jan - Aug 20</u>
Ordinary Income/Expense	
Income	
BOSWELL/FANTASTIC BEAST 3	6,203,740.00
FROM HELL	31,220.00
MURDER ON THE ORIENT EXPRESS	518,068.00
Profit Participation	
Dark Shadows	239,088.80
Total Profit Participation	239,088.80
INTO THE WOODS	377,402.00
Residuals	
Charlie & the Chocolate Factory	3,752.31
Dark Shadows	1,198.19
Fantastic The Crimes	22,549.67
Fantastic Beast And Where To	5,624.51
Imaginarium of Dr. Parnassu	87.38
Murder on the Orient Express	3,355.06
Once Upon a Time In Mexico	635.79
Pirates 5 Dead	3,508.43
Richard Says Goodbye-The Profes	9,762.16
Rum Diaries	45.26
Sweeney Todd	2,098.02
Total Residuals	52,614.78
Total Income	7,422,133.58
Gross Profit	7,422,133.58

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2009

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
INCOME				
Income from Operations				
"CHEAP AS DIRT"	0.00	0.00	7,500,000.00	32.55
Jigsaw Prod "Gonzo"	0.00	0.00	759.00	0.00
Fees-"Pirates 4" On Stranger Tide	0.00	0.00	15,000,000.00	65.10
Resid - Late Show W/ Letterman	0.00	0.00	940.41	0.00
Resid -"Edward Scissorhands"	0.00	0.00	2,319.18	0.01
Resid-"Fear & Loathing"	0.00	0.00	7,066.35	0.03
Resid-"Cry Baby"	0.00	0.00	744.43	0.00
Resid -"Benny & Joon"	0.00	0.00	1,183.20	0.00
Resid-"Blow"	0.00	0.00	1,709.08	0.00
Resid -"Nick of Time"	0.00	0.00	817.21	0.00
Resid -"Gilbert Grape"	0.00	0.00	178.72	0.00
Resid -"Pirates of the Caribbean"	0.00	0.00	14,434.05	0.06
Resid - "Dead Man"	0.00	0.00	7,097.15	0.03
Resid -"Secret Window"	0.00	0.00	2,786.55	0.01
Resid -"Donnie Brasco"	0.00	0.00	4,291.80	0.01
Resid - "Ed Wood"	0.00	0.00	10,559.00	0.04
Resid - "King of the Hill"	0.00	0.00	86.48	0.00
Resid - "Chocolat"	0.00	0.00	834.90	0.00
Resid - "Arizona Dream"	0.00	0.00	16.22	0.00
Resid - "Gonzo"	0.00	0.00	11,650.21	0.05
Royalties - BMI	0.00	0.00	873.82	0.00
Profit Part-"Sleepy Hollow"	0.00	0.00	55,306.00	0.24
Profit Part-"Fear & Loathing"	0.00	0.00	99,758.00	0.43
Reimb Exp- NBC Universal	0.00	0.00	4,250.00	0.01
Reimb Exp- Disney Worldwide	0.00	0.00	71,807.20	0.31
Reimb Exp- Bandersnatch Prod-"Ali	0.00	0.00	132,017.60	0.57
Reimb Exp- Paramount "Cheap As Di	0.00	0.00	73,577.86	0.31
Reimb Exp- Rum Diary Productions	0.00	0.00	32,766.72	0.14
Total Income from Operations	0.00	0.00	23,037,831.14	99.99
Income from Investments				
State Refunds-Wisconsin	0.00	0.00	104.75	0.00
Miscellaneous Income	0.00	0.00	401.19	0.00
Total Income from Investments	0.00	0.00	505.94	0.00
TOTAL INCOME	\$ 0.00	0.00	\$ 23,038,337.08	100.00

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2010

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
Fees-"Pirates 4" On Stranger Tides	815,401.25	11.40	17,938,423.25	34.89
Fees-"The Tourist"	0.00	0.00	6,000,000.00	11.67
Fees-"Alice in Wonderland"	0.00	0.00	1,542,600.00	3.00
Fees-"When You're Strange" Voiceov	0.00	0.00	75,000.00	0.14
Total Fees	815,401.25	11.40	25,556,023.25	49.70
Residuals				
Resid - Late Show W/ Letterman	494.00	0.00	889.30	0.00
Resid -"Edward Scissorhands"	0.00	0.00	3,873.00	0.00
Resid-"Fear & Loathing"	0.00	0.00	2,698.60	0.00
Resid-"Cry Baby"	0.00	0.00	1,275.97	0.00
Resid -"Benny & Joon"	0.00	0.00	1,853.49	0.00
Resid-"Blow"	0.00	0.00	2,473.41	0.00
Resid -"Nick of Time"	0.00	0.00	1,670.95	0.00
Resid -"Gilbert Grape"	0.00	0.00	981.44	0.00
Resid -"Pirates of the Caribbean"	0.00	0.00	17,857.20	0.03
Resid - "Dead Man"	117.92	0.00	4,019.93	0.00
Resid -"Secret Window"	0.00	0.00	13,314.15	0.02
Resid -"Donnie Brasco"	0.00	0.00	1,244.85	0.00
Resid - "Ed Wood"	0.00	0.00	555.33	0.00
Resid - "King of the Hill"	8.56	0.00	147.07	0.00
Resid - "Gonzo"	0.00	0.00	1,566.13	0.00
Resid - "I Love You Man"	0.00	0.00	1,278.97	0.00
Resid - "Freddy's Dead Final Night"	0.00	0.00	6,945.70	0.01
Resid - "Don Juan Demarco"	0.00	0.00	1,157.68	0.00
Resid - "Public Enemies"	0.00	0.00	15,701.42	0.03
Resid - "The Astronauts Wife"	0.00	0.00	766.81	0.00
Resid - "Alice In Wonderland"	0.00	0.00	255.16	0.00
Total Residuals	620.48	0.00	80,526.56	0.15
Royalties				
Royalties - BMI	0.00	0.00	2,414.83	0.00
Total Royalties	0.00	0.00	2,414.83	0.00
Profit Participation				
Profit Part-"Sleepy Hollow"	0.00	0.00	41,231.00	0.08
Profit Part-"Fear & Loathing"	0.00	0.00	40,567.00	0.07
Profit Part-"Donnie Brasco"	0.00	0.00	250,000.00	0.48
Profit Part - "Pirates I"				
Pirates of the Carribean	0.00	0.00	625,830.00	1.21
Profit Part - "Ninth Gate"	0.00	0.00	92,435.72	0.17
Profit Part - "Alice"	0.00	0.00	17,213,981.00	33.48

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2010

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Profit Part-"Public Enemies"	3,301,350.00	46.19	4,230,803.00	8.22
Profit Part - Ed Wood	0.00	0.00	8,211.00	0.01
Profit Part - "Pirates 2 & 3"	3,026,372.00	42.34	3,199,064.00	6.22
Total Profit Participation	<u>6,327,722.00</u>	<u>88.54</u>	<u>25,702,122.72</u>	<u>49.99</u>
Reimbursed Expenses				
Reimb Exp- Bandersnatch Prod-"Alic"	0.00	0.00	8,576.00	0.01
Reimb Exp- Rum Diary Productions	0.00	0.00	1,545.30	0.00
Total Reimbursed Expenses	<u>0.00</u>	<u>0.00</u>	<u>10,121.30</u>	<u>0.01</u>
Total Income from Operations Per Diems	<u>7,143,743.73</u>	<u>99.96</u>	<u>51,351,208.66</u>	<u>99.88</u>
Income from Investments				
Per Diem - "P4"	2,780.75	0.03	61,580.75	0.11
Total Per Diems	<u>2,780.75</u>	<u>0.03</u>	<u>61,580.75</u>	<u>0.11</u>
Total Income from Investments	<u>2,780.75</u>	<u>0.03</u>	<u>61,580.75</u>	<u>0.11</u>
TOTAL INCOME	<u>\$ 7,146,524.48</u>	<u>100.00</u>	<u>\$ 51,412,789.41</u>	<u>100.00</u>

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2011

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
Fees-"Pirates 4" On Stranger Tides	0.00	0.00	11,758.00	0.02
Fees - Clip Use/Misc -Pirates 4	0.00	0.00	8,465.62	0.01
Fees- Commercial Tie-In-Pirates 4	0.00	0.00	650.00	0.00
Fees- P4 Foreign Clips/Commercials	0.00	0.00	1,954.26	0.00
Fees- "Life" Voice-Over	0.00	0.00	25,000.00	0.05
Fees- "21 Jump Street" The Movie	0.00	0.00	10,000.00	0.02
Fees- "Jack & Jill"	0.00	0.00	10,303.38	0.02
Total Fees	0.00	0.00	68,131.26	0.15
Residuals				
Resid - Late Show W/ Letterman	0.00	0.00	1,603.28	0.00
Resid -"Edward Scissorhands"	0.00	0.00	2,708.57	0.00
Resid-"Fear & Loathing"	550.21	0.00	3,663.30	0.00
Resid-"Cry Baby"	0.00	0.00	814.34	0.00
Resid -"Benny & Joon"	0.00	0.00	1,708.09	0.00
Resid-"Blow"	0.00	0.00	1,283.85	0.00
Resid -"Nick of Time"	0.00	0.00	608.08	0.00
Resid -"Gilbert Grape"	0.00	0.00	605.08	0.00
Resid -"Pirates of the Caribbean"	0.00	0.00	3,924.41	0.00
Resid - "Dead Man"	0.00	0.00	25.94	0.00
Resid -"Secret Window"	0.00	0.00	2,743.80	0.00
Resid -"Donnie Brasco"	0.00	0.00	700.80	0.00
Resid - "Arizona Dream"	0.00	0.00	220.53	0.00
Resid - "Gonzo"	0.00	0.00	209.01	0.00
Resid - "I Love You Man"	0.00	0.00	332.74	0.00
Resid - "Freddy's Dead Final Night	0.00	0.00	67.45	0.00
Resid - "Don Juan Demarco"	0.00	0.00	190.02	0.00
Resid - "Public Enemies"	0.00	0.00	14,398.93	0.03
Resid - "The Astrounauts Wife"	0.00	0.00	381.58	0.00
Resid - "Alice In Wonderland"	0.00	0.00	103,925.12	0.24
Resid -"A Nightmare on Elm Street"	0.00	0.00	3,125.71	0.00
Resid - Pirates 3 "At Worlds End"	0.00	0.00	4,519.80	0.01
Resid-"Buried Secret of M. Night S	0.00	0.00	1.51	0.00
Resid -"King of the Hill"	0.00	0.00	98.52	0.00
Resid -"The Tourist"	0.00	0.00	21,299.40	0.04
Resid - "Rango"	292.29	0.00	292.29	0.00
Resid - Pirates 2 "Dead Man's Ches	0.00	0.00	4,161.72	0.00
Total Residuals	842.50	0.01	173,613.87	0.40
Royalties				

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2011

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Royalties - BMI	0.00	0.00	919.35	0.00
Total Royalties	0.00	0.00	919.35	0.00
Profit Participation				
Profit Part- "Sleepy Hollow"	0.00	0.00	63,908.00	0.14
Profit Part - "Pirates 1"				
Pirates of the Carribean	0.00	0.00	594,867.00	1.38
Profit Part - "Ninth Gate"	0.00	0.00	27,259.37	0.06
Profit Part - "Alice"	1,444,444.00	25.26	28,194,317.00	65.52
Profit Part- "Public Enemies"	894,081.00	15.63	2,304,634.00	5.35
Profit Part - Ed Wood	0.00	0.00	7,668.00	0.01
Profit Part - "Pirates 2 & 3"	3,337,002.00	58.35	9,780,282.00	22.72
Profit Part - "Blow"	41,654.00	0.72	419,671.00	0.97
Total Profit Participation	5,717,181.00	99.98	41,392,606.37	96.19
Reimbursed Expenses				
Reimb Exp- Disney Worldwide	0.00	0.00	884,120.74	2.05
Reimb Exp- "Rango"	0.00	0.00	126,000.00	0.29
Reimb Exp- 21 Jumpstreet Prods	0.00	0.00	27,416.40	0.06
Reimb Exp- Pirates 4 (P4)	0.00	0.00	354,988.75	0.82
Total Reimbursed Expenses	0.00	0.00	1,392,525.89	3.23
Total Income from Operations	5,718,023.50	100.00	43,027,796.74	99.99
Income from Investments				
Refunds				
California Tax Refund	0.00	0.00	1,495.67	0.00
Total Refunds	0.00	0.00	1,495.67	0.00
Per Diems				
Per Diem- "21 Jump Street" The Mov	0.00	0.00	300.00	0.00
Total Per Diems	0.00	0.00	300.00	0.00
Total Income from Investments	0.00	0.00	1,795.67	0.00
TOTAL INCOME	\$ 5,718,023.50	100.00	\$ 43,029,592.41	100.00

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2012

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
Fees-"When You're Strange" Voiceov	0.00	0.00	15,000.00	0.03
Fees - Clip Use/Misc -Pirates 4	0.00	0.00	9,054.10	0.01
Fees - Nike Athletic Apparel-Comme	0.00	0.00	100,000.00	0.20
Fees - Family Guy	0.00	0.00	908.00	0.00
Fees - The Lone Ranger	0.00	0.00	21,000,000.00	43.22
Fees - Talk Shows	0.00	0.00	1,008.00	0.00
Fees - Theme Park "Pirates Legend"	0.00	0.00	150,000.00	0.30
Total Fees	0.00	0.00	21,275,970.10	43.79
Residuals				
Resid - Late Show W/ Letterman	0.00	0.00	499.75	0.00
Resid - "Edward Scissorhands"	0.00	0.00	1,816.14	0.00
Resid-"Fear & Loathing"	0.00	0.00	1,294.14	0.00
Resid-"Cry Baby"	0.00	0.00	1,090.00	0.00
Resid -"Benny & Joon"	0.00	0.00	1,171.23	0.00
Resid -"Nick of Time"	0.00	0.00	1,246.14	0.00
Resid -"Gilbert Grape"	0.00	0.00	1,007.39	0.00
Resid -"Pirates of the Caribbean"	0.00	0.00	8,963.28	0.01
Resid - "Dead Man"	101.21	0.00	460.73	0.00
Resid -"Secret Window"	0.00	0.00	5,377.50	0.01
Resid -"Donnie Brasco"	0.00	0.00	1,774.65	0.00
Resid - "Gonzo"	0.00	0.00	1,970.78	0.00
Resid - "I Love You Man"	0.00	0.00	320.97	0.00
Resid - "Freddy's Dead Final Night	0.00	0.00	173.13	0.00
Resid - "Don Juan Demarco"	0.00	0.00	1,348.06	0.00
Resid - "Public Enemies"	0.00	0.00	7,816.90	0.01
Resid - "Alice In Wonderland"	0.00	0.00	27,416.78	0.05
Resid -"A Nightmare on Elm Street"	0.00	0.00	1,431.09	0.00
Resid - Pirates 3 "At Worlds End"	0.00	0.00	4,105.37	0.00
Resid -"King of the Hill"	0.00	0.00	76.07	0.00
Resid -"The Tourist"	0.00	0.00	48,774.15	0.10
Resid - "Rango"	0.00	0.00	80,661.75	0.16
Resid - Misc SAG	0.00	0.00	385.74	0.00
Resid - Pirates 2 "Dead Man's Ches	0.00	0.00	11,102.69	0.02
Resid - Pirates 4 "On Stranger Tid	0.00	0.00	6,239.20	0.01
Resid - Jack and Jill	0.00	0.00	2,172.97	0.00
Resid - 21 Jump Street	0.00	0.00	1,343.12	0.00
Total Residuals	101.21	0.00	220,039.72	0.45
Royalties				

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2012

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Royalties - BMI	0.00	0.00	341.10	0.00
Total Royalties	0.00	0.00	341.10	0.00
Profit Participation				
Profit Part-"Sleepy Hollow"	0.00	0.00	79,527.00	0.16
Profit Part-"Fear & Loathing"	0.00	0.00	98,990.00	0.20
Profit Part - "Pirates 1"				
Pirates of the Carribbean	0.00	0.00	1,384,266.00	2.84
Profit Part - "Ninth Gate"	0.00	0.00	28,311.63	0.05
Profit Part - "Alice"	1,556,895.00	86.24	6,050,788.00	12.45
Profit Part-"Public Enemies"	0.00	0.00	1,879,499.00	3.86
Profit Part - Ed Wood	0.00	0.00	9,227.00	0.01
Profit Part - "Pirates 2 & 3"	0.00	0.00	2,753,304.00	5.66
Profit Part - "Blow"	0.00	0.00	26,075.00	0.05
Profit Part - "P4" Merch	0.00	0.00	301,719.00	0.62
Profit Part - "P4"	0.00	0.00	12,681,820.00	26.10
Total Profit Participation	1,556,895.00	86.24	25,293,526.63	52.06
Reimbursed Expenses				
Reimb Exp- Pirates 4 (P4)	0.00	0.00	72,958.00	0.15
Reimb Exp - Lone Ranger	20,952.42	1.16	983,419.28	2.02
Total Reimbursed Expenses	20,952.42	1.16	1,056,377.28	2.17
Total Income from Operations	1,577,948.63	87.41	47,846,254.83	98.48
Income from Investments				
Miscellaneous Income				
Miscellaneous Income	815.65	0.04	815.65	0.00
Fees - UK Tax Disney	226,385.00	12.54	675,382.30	1.39
Total Miscellaneous Income	227,200.65	12.58	676,197.95	1.39
Per Diems				
Per Diems - The Lone Ranger	0.00	0.00	52,760.00	0.10
Per Diems - Non Tax NM The Lone Ra	0.00	0.00	8,600.00	0.01
Total Per Diems	0.00	0.00	61,360.00	0.12
Total Income from Investments	227,200.65	12.58	737,557.95	1.51
TOTAL INCOME	\$ 1,805,149.28	100.00	\$ 48,583,812.78	100.00
Auto Expenses				

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2013

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
Fees - Clip Use/Misc -Pirates 4	0.00	0.00	651.42	0.00
Fees - The Lone Ranger	0.00	0.00	(3,645,268.00)	-12.12
Fees - Talk Shows	0.00	0.00	2,570.00	0.00
Fees-Transcendence	0.00	0.00	20,000,000.00	66.51
Fees-Commerical Tie-In Loan Ranger	0.00	0.00	20,119.64	0.06
Total Fees	0.00	0.00	16,378,073.06	54.46
Residuals				
Resid - Late Show W/ Letterman	0.00	0.00	1,122.80	0.00
Resid -"Edward Scissorhands"	0.00	0.00	2,208.27	0.00
Resid-"Fear & Loathing"	313.56	0.03	2,593.95	0.00
Resid-"Cry Baby"	0.00	0.00	729.19	0.00
Resid -"Benny & Joon"	0.00	0.00	1,064.29	0.00
Resid -"Nick of Time"	0.00	0.00	1,407.07	0.00
Resid -"Gilbert Grape"	0.00	0.00	506.12	0.00
Resid -"Pirates of the Caribbean"	0.00	0.00	2,586.16	0.00
Resid - "Dead Man"	278.83	0.02	568.86	0.00
Resid -"Secret Window"	1,552.50	0.16	6,808.32	0.02
Resid -"Donnie Brasco"	469.65	0.04	2,100.20	0.00
Resid - "Arizona Dream"	0.00	0.00	13.02	0.00
Resid - "Gonzo"	80.85	0.00	381.77	0.00
Resid - "I Love You Man"	0.00	0.00	121.77	0.00
Resid - "Freddy's Dead Final Night	111.50	0.01	330.81	0.00
Resid - "Don Juan Demarco"	457.54	0.04	2,405.57	0.00
Resid - "Public Enemies"	0.00	0.00	3,378.92	0.01
Resid - "Alice In Wonderland"	0.00	0.00	26,214.36	0.08
Resid -"A Nightmare on Elm Street"	316.09	0.03	2,541.97	0.00
Resid - Pirates 3 "At Worlds End"	0.00	0.00	2,223.47	0.00
Resid -"King of the Hill"	10.43	0.00	145.53	0.00
Resid -"The Tourist"	18,381.90	1.90	30,164.10	0.10
Resid - "Rango"	0.00	0.00	25,599.02	0.08
Resid -"Family Guy"	965.76	0.09	1,874.61	0.00
Resid - Misc SAG	74.10	0.00	74.10	0.00
Resid - Pirates 2 "Dead Man's Ches	0.00	0.00	3,232.56	0.01
Resid - Pirates 4 "On Stranger Tid	0.00	0.00	5,444.83	0.01
Resid - Jack and Jill	930.72	0.09	5,798.37	0.01
Resid - 21 Jump Street	1,845.88	0.19	9,670.35	0.03
Resid - The Libertine	0.00	0.00	18,786.14	0.06
Resid-Ellen	0.00	0.00	428.94	0.00

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2013

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Resid-Jimmy Kimmel	0.00	0.00	385.50	0.00
Total Residuals	<u>25,789.31</u>	<u>2.66</u>	<u>160,910.94</u>	<u>0.53</u>
Royalties				
Royalties - BMI	0.00	0.00	1,367.51	0.00
Royalties-SoundExchange	0.00	0.00	2,084.59	0.00
Royalties-NY Times				
"This Land Was His Land"	0.00	0.00	996.28	0.00
Total Royalties	<u>0.00</u>	<u>0.00</u>	<u>4,448.38</u>	<u>0.01</u>
Profit Participation				
Profit Part-"Sleepy Hollow"	0.00	0.00	49,758.00	0.16
Profit Part - "Ninth Gate"	0.00	0.00	19,594.43	0.06
Profit Part - "Alice"	683,710.00	70.76	6,180,104.00	20.55
Profit Part-"Public Enemies"	0.00	0.00	1,194,522.00	3.97
Profit Part - Ed Wood	0.00	0.00	11,855.70	0.03
Profit Part - "Pirates 2 & 3"	0.00	0.00	2,432,229.00	8.08
Profit Part - "Blow"	0.00	0.00	127,960.00	0.42
Profit Part - "P4"	256,622.00	26.56	2,034,039.00	6.76
Profit Part - The Tourist	0.00	0.00	677,507.00	2.25
Total Profit Participation	<u>940,332.00</u>	<u>97.33</u>	<u>12,727,569.13</u>	<u>42.32</u>
Reimbursed Expenses				
Reimb Exp- Disney Worldwide	0.00	0.00	587.00	0.00
Reimb Exp-Transcendence	0.00	0.00	479,686.44	1.59
Total Reimbursed Expenses	<u>0.00</u>	<u>0.00</u>	<u>480,273.44</u>	<u>1.59</u>
Total Income from Operations	<u>966,121.31</u>	<u>100.00</u>	<u>29,751,274.95</u>	<u>98.94</u>
Income from Investments				
Miscellaneous Income				
Fees - UK Tax Disney	0.00	0.00	318,664.00	1.05
Total Miscellaneous Income	<u>0.00</u>	<u>0.00</u>	<u>318,664.00</u>	<u>1.05</u>
Total Income from Investments	<u>0.00</u>	<u>0.00</u>	<u>318,664.00</u>	<u>1.05</u>
TOTAL INCOME	<u>\$ 966,121.31</u>	<u>100.00</u>	<u>\$ 30,069,938.95</u>	<u>100.00</u>

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2014

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
Fees - Clip Use/Misc -Pirates 4	1,192.08	0.03	1,192.08	0.00
Fees - Talk Shows	0.00	0.00	1,572.00	0.00
Fees-Mortdecai	0.00	0.00	3,392,500.00	8.05
Fees-Commerical Tie-In Loan Ranger	0.00	0.00	2,325.96	0.00
Fees-Paul McCartney Session	0.00	0.00	357.04	0.00
Fees-Black Mass	0.00	0.00	15,000,100.00	35.61
Fees - Tusk	0.00	0.00	3,212.66	0.00
Fees - Christian Dior	3,000,000.00	99.96	3,000,000.00	7.12
Total Fees	<u>3,001,192.08</u>	<u>100.00</u>	<u>21,401,259.74</u>	<u>50.81</u>
Residuals				
Resid - Late Show W/ Letterman	0.00	0.00	297.19	0.00
Resid - "Edward Scissorhands"	0.00	0.00	1,976.09	0.00
Resid - "Fear & Loathing"	0.00	0.00	2,472.85	0.00
Resid - "Cry Baby"	0.00	0.00	678.19	0.00
Resid - "Benny & Joon"	0.00	0.00	3,125.53	0.00
Resid - "Blow"	0.00	0.00	2,645.44	0.00
Resid - "Nick of Time"	0.00	0.00	660.95	0.00
Resid - "Gilbert Grape"	0.00	0.00	593.52	0.00
Resid - "Pirates of the Caribbean"	0.00	0.00	3,754.42	0.00
Resid - "Dead Man"	0.00	0.00	890.23	0.00
Resid - "Secret Window"	0.00	0.00	3,536.55	0.00
Resid - "Donnie Brasco"	0.00	0.00	1,448.55	0.00
Resid - "Arizona Dream"	0.00	0.00	443.52	0.00
Resid - "Gonzo"	0.00	0.00	617.21	0.00
Resid - "I Love You Man"	0.00	0.00	111.34	0.00
Resid - "Freddy's Dead Final Night"	0.00	0.00	101.92	0.00
Resid - "Don Juan Demarco"	0.00	0.00	415.25	0.00
Resid - "Public Enemies"	0.00	0.00	2,355.04	0.00
Resid - "The Astronauts Wife"	0.00	0.00	726.09	0.00
Resid - "Alice In Wonderland"	0.00	0.00	21,644.90	0.05
Resid - "A Nightmare on Elm Street"	0.00	0.00	17,483.34	0.04
Resid - Pirates 3 "At Worlds End"	0.00	0.00	1,609.26	0.00
Resid - "King of the Hill"	0.00	0.00	139.13	0.00
Resid - "The Tourist"	0.00	0.00	17,099.70	0.04
Resid - "Rango"	0.00	0.00	14,565.83	0.03
Resid - "Family Guy"	0.00	0.00	757.91	0.00
Resid - Pirates 2 "Dead Man's Ches"	0.00	0.00	3,200.65	0.00
Resid - Pirates 4 "On Stranger Tid"	0.00	0.00	6,820.98	0.01
Resid - Jack and Jill	0.00	0.00	1,366.32	0.00
Resid - 21 Jump Street	0.00	0.00	1,291.88	0.00

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2014

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Resid-Jimmy Kimmel	0.00	0.00	426.76	0.00
Resid-Lone Ranger	0.00	0.00	9,385.13	0.02
Total Residuals	0.00	0.00	122,641.67	0.29
Royalties				
Royalties - BMI	0.00	0.00	849.34	0.00
Royalties-SoundExchange	0.00	0.00	558.46	0.00
Total Royalties	0.00	0.00	1,407.80	0.00
Profit Participation				
Profit Part-"Sleepy Hollow"	0.00	0.00	92,055.00	0.21
Profit Part-"Fear & Loathing"	0.00	0.00	58,029.10	0.13
Profit Part - "Pirates 1"				
Pirates of the Carribbean	0.00	0.00	379,191.00	0.90
Profit Part - "Ninth Gate"	0.00	0.00	17,203.90	0.04
Profit Part - "Alice"	0.00	0.00	3,301,557.00	7.83
Profit Part-"Public Enemies"	0.00	0.00	401,586.00	0.95
Profit Part - Ed Wood	0.00	0.00	12,933.00	0.03
Profit Part - "Pirates 2 & 3"	0.00	0.00	4,801,254.00	11.40
Profit Part - "Blow"	0.00	0.00	211,255.00	0.50
Profit Part - "P4"	0.00	0.00	9,482,428.00	22.51
Profit Part - The Tourist	0.00	0.00	843,755.00	2.00
Total Profit Participation	0.00	0.00	19,601,247.00	46.54
Reimbursed Expenses				
Reimb Exp- Rum Diary Productions	0.00	0.00	348,040.00	0.82
Reimb Exp-Transcendence	0.00	0.00	169,956.00	0.40
Reimb Exp-Mortdecai	0.00	0.00	49,000.00	0.11
Reimb Exp - Black Mass	0.00	0.00	389,415.96	0.92
Total Reimbursed Expenses	0.00	0.00	956,411.96	2.27
Total Income from Operations	3,001,192.08	100.00	42,082,968.17	99.93
Income from Investments				
Per Diems				
Per Diem - Black Mass	0.00	0.00	29,200.00	0.06
Total Per Diems	0.00	0.00	29,200.00	0.06
Total Income from Investments	0.00	0.00	29,200.00	0.06
TOTAL INCOME	\$ 3,001,192.08	100.00	\$ 42,112,168.17	100.00

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2015

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Fees				
INCOME				
Income from Operations				
Fees - Talk Shows	0.00	0.00	1,661.25	0.01
Fees-Paul McCartney Session	0.00	0.00	397.36	0.00
Fees-Hosers	0.00	0.00	4,522.27	0.02
Total Fees	0.00	0.00	6,580.88	0.04
Residuals				
Resid - Late Show W/ Letterman	0.00	0.00	104.80	0.00
Resid -"Edward Scissorhands"	827.06	15.04	2,639.58	0.01
Resid-"Fear & Loathing"	0.00	0.00	1,868.07	0.01
Resid-"Cry Baby"	0.00	0.00	1,060.14	0.00
Resid -"Benny & Joon"	811.51	14.76	1,951.00	0.01
Resid-"Blow"	0.00	0.00	1,646.82	0.01
Resid -"Nick of Time"	128.07	2.32	736.34	0.00
Resid -"Gilbert Grape"	42.23	0.76	508.23	0.00
Resid -"Pirates of the Caribbean"	0.00	0.00	4,726.38	0.03
Resid - "Dead Man"	177.00	3.21	586.38	0.00
Resid -"Secret Window"	0.00	0.00	3,227.55	0.02
Resid -"Donnie Brasco"	0.00	0.00	1,674.15	0.01
Resid - "Gonzo"	0.00	0.00	492.78	0.00
Resid - "I Love You Man"	27.37	0.49	136.39	0.00
Resid - "Freddy's Dead Final Night"	0.00	0.00	167.32	0.00
Resid - "Don Juan Demarco"	0.00	0.00	592.62	0.00
Resid - "Public Enemies"	0.00	0.00	1,518.81	0.00
Resid - "The Astronauts Wife"	0.00	0.00	2,392.40	0.01
Resid - "Alice In Wonderland"	0.00	0.00	14,410.12	0.09
Resid - "A Nightmare on Elm Street"	0.00	0.00	1,555.19	0.00
Resid - Pirates 3 "At Worlds End"	0.00	0.00	1,771.98	0.01
Resid -"King of the Hill"	8.52	0.15	101.93	0.00
Resid -"The Tourist"	0.00	0.00	6,940.80	0.04
Resid - "Rango"	2,948.35	53.63	11,883.93	0.07
Resid -"Family Guy"	0.00	0.00	485.50	0.00
Resid - Pirates 2 "Dead Man's Ches"	0.00	0.00	2,026.09	0.01
Resid - Pirates 4 "On Stranger Tid"	0.00	0.00	3,328.50	0.02
Resid - Jack and Jill	0.00	0.00	1,601.82	0.01
Resid - 21 Jump Street	0.00	0.00	3,161.08	0.02
Resid-Ellen	30.76	0.55	368.34	0.00
Resid-Jimmy Kimmel	0.00	0.00	10.43	0.00
Resid-Lone Ranger	0.00	0.00	4,791.08	0.03
Resid-Transcendence	0.00	0.00	26,133.29	0.16
Resid-Tusk	0.00	0.00	1,291.78	0.00
Resid-Mortdecai	0.00	0.00	5,328.14	0.03

SCARAMANGA BROS., INC.

Income Statement

FOR THE TWELVE MONTH(S) ENDED DECEMBER 31, 2015

	CURRENT MONTH	ratio to curr income	YEAR-TO-DATE	ratio to ytd income
Resid-Into the Woods	0.00	0.00	2,333.44	0.01
Total Residuals	5,000.87	90.97	113,553.20	0.72
Royalties				
Royalties - BMI	0.00	0.00	847.17	0.00
Royalties-SoundExchange	496.28	9.02	1,130.29	0.00
Total Royalties	496.28	9.02	1,977.46	0.01
Profit Participation				
Profit Part-"Sleepy Hollow"	0.00	0.00	62,368.00	0.40
Profit Part - "Pirates 1"				
Pirates of the Carribean	0.00	0.00	643,160.85	4.13
Profit Part - "Ninth Gate"	0.00	0.00	23,063.13	0.14
Profit Part - "Alice"	0.00	0.00	2,230,209.00	14.32
Profit Part-"Public Enemies"	0.00	0.00	653,715.00	4.19
Profit Part - Ed Wood	0.00	0.00	10,921.00	0.07
Profit Part - "Pirates 2 & 3"	0.00	0.00	2,547,810.00	16.36
Profit Part - "Blow"	0.00	0.00	77,054.00	0.49
Profit Part - "P4"	0.00	0.00	4,659,791.00	29.93
Profit Part - The Tourist	0.00	0.00	459,040.00	2.94
Profit Part Sale - Content Partners	0.00	0.00	3,846,176.67	24.70
Total Profit Participation	0.00	0.00	15,213,308.65	97.72
Reimbursed Expenses				
Reimb Exp - Black Mass	0.00	0.00	232,513.75	1.49
Reimb Exp - Hosers	0.00	0.00	170.00	0.00
Total Reimbursed Expenses	0.00	0.00	232,683.75	1.49
Total Income from Operations	5,497.15	100.00	15,568,103.94	100.00
TOTAL INCOME	\$ 5,497.15	100.00	\$ 15,568,103.94	100.00

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Cash Basis

SCARAMANGA BROS., INC.
Profit & Loss
January through December 2016

	<u>Jan - Dec 16</u>
Ordinary Income/Expense	
Income	
INCOME - NON UTA	
NINTH GATE	21,456.23
Total INCOME - NON UTA	21,456.23
INTEREST INCOME	773.89
HOLLYWOOD VAMPIRES FEES	0.00
LABRYNTH	1,000,000.00
GRAMMY AWARDS	852.50
WORLD OF DISNEY (CLIP USE)	3,459.50
ART OF THE DEAL	60,000.00
PARFUMS CHRISTIAN DIOR	3,000,000.00
Total FEES	4,064,312.00
INCOME	166.70
OTHER INCOME	5,621.86
PROFIT PARTICIPATION	
SHERLOCK GNOMES	37,500.00
ED WOOD - NON UTA	4,308.00
TRYON PIC 1 (PIRATES 1)	709,358.00
TRYON PICS 2 & 3 (PIRATES 2&3)	2,856,629.00
TRYON PIC 4 (ALICE 1)	1,804,232.00
TRYON PIC 5 (PIRATES 4)	5,146,980.00
TRYON PIC 6 (INTO THE WOODS)	1,073,583.00
"SLEEPY HOLLOW"-NON UTA	67,888.00
Total PROFIT PARTICIPATION	11,700,478.00
RESIDUALS	
21 JUMP STREET	1,447.20
A NIGHTMARE ON ELM STREET	3,515.11
ALICE IN WONDERLAND	13,542.48
BLACK MASS	25,110.79
BENNY AND JOON	910.01
BLOW	149,730.44
CRY BABY	433.03
DEAD MAN	260.30
DON JUAN DEMARCO	702.12
DONNIE BRASCO	2,157.15
EDWARD SCISSORHANDS	2,746.79
FAMILY GUY	458.13
FEAR AND LOATHING - NON UTA	3,402.04
GILBERT GRAPE	31.06
GONZO	262.69
I LOVE YOU, MAN	77.16
INTO THE WOODS	38,378.87
JACK AND JILL	858.47
KING OF THE HILL	101.11
LONE RANGER	2,556.95
MORTECAI	23,107.97
NICK OF TIME	416.01
PIRATES OF THE CARIBBEAN	6,434.73
PIRATES 2 'DEAD MAN'S CHEST	648.50
PIRATES 3 'AT WORLD'S END	1,517.41
PIRATES 4 'ON STRANGER TIDES	3,107.53
PUBLIC ENEMIES	1,108.01
RANGO	5,236.34
SECRET WINDOW	3,347.25
THE ASTRONAUT'S WIFE	1,011.69
THE TOURIST	6,596.40
TRANSCENDENCE	795.33
TUSK	1,872.66
WHAT'S EATING GILBERT GRAPE	423.49

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Cash Basis

SCARAMANGA BROS., INC.
Profit & Loss
January through December 2016

	<u>Jan - Dec 16</u>
RESIDUALS - Other	<u>1,065.83</u>
Total RESIDUALS	303,370.85
ROYALTIES	
BMI	3,136.20
SOUNDEXCHANGE	476.23
ROYALTIES - Other	<u>616.82</u>
Total ROYALTIES	<u>4,229.25</u>
Total Income	<u>16,100,408.78</u>
Gross Profit	16,100,408.78

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Cash Basis

SCARAMANGA BROS., INC.
Profit & Loss
January through December 2017

	<u>Jan - Dec 17</u>
Ordinary Income/Expense	
Income	
MANSON VIDEO	612.46
INCOME - NON UTA	
NINTH GATE	40,210.04
SLEEPY HOLLOW	82,943.00
Total INCOME - NON UTA	123,153.04
INCOME - CAA	
ASAHI	2,500,000.00
Total INCOME - CAA	2,500,000.00
INTEREST INCOME	1,093.06
FEES	
DISNEY-CLIP FEES	2,072.40
LABRYNTH	5,000,000.00
PARFUMS CHRISTIAN DIOR	4,000,000.00
Total FEES	9,002,072.40
INCOME	940.00
OTHER INCOME	56,495.87
PROFIT PARTICIPATION	
SHERLOCK GNOMES	137,500.00
FEAR AND LOATHING -NON UTA	29,637.00
BLOW	73,645.00
ED WOOD - NON UTA	4,410.00
TRYON PIC 1 (PIRATES 1)	337,806.00
TRYON PICS 2 & 3 (PIRATES 2&3)	2,611,322.00
TRYON PIC 4 (ALICE 1)	2,663,140.00
TRYON PIC 5 (PIRATES 4)	2,743,195.00
TRYON PIC 6 (INTO THE WOODS)	1,483,115.00
Total PROFIT PARTICIPATION	10,083,770.00
REIMBURSED EXPENSES	
LABYRINTH	51,478.39
HOSERS	591.01
Total REIMBURSED EXPENSES	52,069.40
RESIDUALS	
21 JUMP STREET	1,141.81
A NIGHTMARE ON ELM STREET	1,969.05
ALICE IN WONDERLAND	11,659.85
ALICE THROUGH THE LOOKING GLASS	30,241.06
BLACK MASS	30,734.69
BENNY AND JOON	693.06
BLOW	1,670.69
CRY BABY	477.90
DEAD MAN	105.49
DISNEY MOVIE MAGIC	10,675.50
DON JUAN DEMARCO	9.64
DONNIE BRASCO	2,154.15
EDWARD SCISSORHANDS	3,112.93
ELLEN	309.60
FAMILY GUY	308.03
FEAR AND LOATHING - NON UTA	32,528.31
FREDDY'S DEAD FINAL NIGHTMARE	745.58
GONZO	352.78
I LOVE YOU, MAN	79.18
INTO THE WOODS	5,674.32
JACK AND JILL	641.47
KING OF THE HILL	101.04
LONE RANGER	1,464.45
MORTECAI	1,941.16

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Cash Basis

SCARAMANGA BROS., INC.

Profit & Loss

January through December 2017

	<u>Jan - Dec 17</u>
NICK OF TIME	655.78
PIRATES OF THE CARIBBEAN	13,431.94
PIRATES 2 'DEAD MAN'S CHEST	1,837.40
PIRATES 3 'AT WORLD'S END	1,077.90
PIRATES 4 'ON STRANGER TIDES	976.92
PUBLIC ENEMIES	2,442.89
RANGO	8,344.18
SECRET WINDOW	3,926.33
THE ASTRONAUT'S WIFE	660.38
THE TOURIST	4,648.53
TRANSCENDENCE	647.74
TUSK	523.92
WHAT'S EATING GILBERT GRAPE	522.86
YOGA HOSERS	46.82
RESIDUALS - Other	1,200.00
Total RESIDUALS	<u>179,736.33</u>
ROYALTIES	
BMI	2,039.56
SOUNDEXCHANGE	654.68
Total ROYALTIES	<u>2,694.24</u>
Total Income	<u>22,002,636.80</u>
Gross Profit	22,002,636.80

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 Cash Basis

SCARAMANGA BROS., INC.
Profit & Loss
 January through December 2018

	<u>Jan - Dec 18</u>
Ordinary Income/Expense	
Income	
INCOME - NON UTA	
NINTH GATE	50,430.44
SLEEPY HOLLOW	92,689.00
Total INCOME - NON UTA	143,119.44
INCOME - CAA	
ASAHI	3,000,000.00
Total INCOME - CAA	3,000,000.00
INTEREST INCOME	241.02
FEES	
PARFUMS CHRISTIAN DIOR	4,200,000.00
Total FEES	4,200,000.00
OTHER INCOME	
TMG LEGAL SETTLEMENT	0.00
Total OTHER INCOME	0.00
PROFIT PARTICIPATION	
SHERLOCK GNOMES	75,000.00
BLOW	113,090.00
ED WOOD - NON UTA	4,198.00
TRYON PIC 1 (PIRATES 1)	450,647.00
TRYON PICS 2 & 3 (PIRATES 2&3)	3,135,197.00
TRYON PIC 4 (ALICE 1)	1,401,925.00
TRYON PIC 5 (PIRATES 4)	1,463,865.00
TRYON PIC 6 (INTO THE WOODS)	1,003,392.00
PUBLIC ENEMIES	140,000.00
THE TOURIST	428,597.00
Total PROFIT PARTICIPATION	8,215,911.00
REIMBURSED EXPENSES	
WAITING FOR THE BARBARIANS	569.40
SHERLOCK GNOMES	145,295.19
SHANE MAGGOWAN	20,000.00
Total REIMBURSED EXPENSES	165,864.59
RESIDUALS	
21 JUMP STREET	897.68
A NIGHTMARE ON ELM STREET	2,900.04
ALICE IN WONDERLAND	10,245.47
ALICE THROUGH THE LOOKING GLASS	20,679.66
ARIZONA DREAM	151.32
BLACK MASS	15,733.34
BENNY AND JOON	851.07
BLOW	1,908.35
CRY BABY	532.88
DEAD MAN	70.74
DON JUAN DEMARCO	930.35
DANNIE BRASCO	2,576.47
EDWARD SCISSORHANDS	2,130.23
ELLEN	482.30
FAMILY GUY	214.45
FEAR AND LOATHING - NON UTA	14,468.27
FREDDY'S DEAD FINAL NIGHTMARE	503.27
GONZO	278.20
I LOVE YOU, MAN	108.03
INTO THE WOODS	6,789.58
JACK AND JILL	723.60
JIMMY KIMMEL	61.06
KING OF THE HILL	100.94

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04/01/20

Cash Basis

SCARAMANGA BROS., INC.

Profit & Loss

January through December 2018

	<u>Jan - Dec 18</u>
LONE RANGER	1,122.66
MORTECAI	404.05
NICK OF TIME	662.44
PIRATES DECK PARTY	2,135.10
PIRATES OF THE CARIBBEAN	3,705.56
PIRATES 2 'DEAD MAN'S CHEST	3,671.52
PIRATES 3 'AT WORLD'S END	2,003.94
PIRATES 4 'ON STRANGER TIDES	2,031.67
PUBLIC ENEMIES	2,192.91
RANGO	4,769.14
SHERLOCK GNOMES	130.36
SECRET WINDOW	2,435.93
THE ASTRONAUT'S WIFE	1,427.54
THE TOURIST	10,525.96
TRANSCENDENCE	1,415.75
TUSK	251.90
WHAT'S EATING GILBERT GRAPE	370.67
YOGA HOSERS	175.07
Total RESIDUALS	<u>122,769.47</u>
ROYALTIES	
BMI	109.38
SOUNDEXCHANGE	1,166.89
Total ROYALTIES	<u>1,276.27</u>
Total Income	<u>15,849,181.79</u>
Gross Profit	15,849,181.79

11:24 AM
04/01/20
Cash Basis

SCARAMANGA BROS., INC.
Profit & Loss
January through December 2019

	Jan - Dec 19
Ordinary Income/Expense	
Income	
HARD ROCK APPEARANCE	150,000.00
VENICE FILM FESTIVAL	400,000.00
INCOME - NON UTA	
NINTH GATE	67,179.44
SLEEPY HOLLOW	56,714.00
Total INCOME - NON UTA	123,893.44
INTEREST INCOME	1.77
HOLLYWOOD VAMPIRES	50,000.00
FEES	
PARFUMS CHRISTIAN DIOR	6,900,000.00
Total FEES	6,900,000.00
OTHER INCOME	
TMG LEGAL SETTLEMENT	10,000,000.00
Total OTHER INCOME	10,000,000.00
PROFIT PARTICIPATION	
FEAR AND LOATHING -NON UTA	22,433.00
BLOW	106,842.00
ED WOOD - NON UTA	8,546.00
TRYON PIC 1 (PIRATES 1)	310,922.00
TRYON PICS 2 & 3 (PIRATES 2&3)	3,364,774.00
TRYON PIC 4 (ALICE 1)	885,102.00
TRYON PIC 5 (PIRATES 4)	2,516,602.00
Total PROFIT PARTICIPATION	7,215,221.00
REIMBURSED EXPENSES	
HOLLYWOOD VAMPIRE	20,000.00
DIOR	13,481.46
WAITING FOR THE BARBARIANS	4,550.00
Total REIMBURSED EXPENSES	38,031.46
RESIDUALS	
21 JUMP STREET	917.78
A NIGHTMARE ON ELM STREET	2,961.44
ALICE IN WONDERLAND	9,422.30
ALICE THROUGH THE LOOKING GLASS	12,314.90
ARIZONA DREAM	12.80
BLACK MASS	10,047.21
BENNY AND JOON	876.93
BLOW	1,988.35
CRY BABY	798.11
DEAD MAN	77.36
DON JUAN DEMARCO	669.14
DONNIE BRASCO	2,382.38
EDWARD SCISSORHANDS	3,184.98
FAMILY GUY	293.78
FEAR AND LOATHING - NON UTA	2,186.06
FREDDY'S DEAD FINAL NIGHTMARE	223.36
GONZO	6,315.98
I LOVE YOU, MAN	118.70
INTO THE WOODS	4,989.43
JACK AND JILL	489.77
JIMMY KIMMEL	1,542.99
KING OF THE HILL	86.72
LONE RANGER	1,115.15
MORTECAI	356.79
NICK OF TIME	416.56
PIRATES OF THE CARIBBEAN	2,843.73
PIRATES 2 'DEAD MAN'S CHEST	2,700.25

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04/01/20
Cash Basis

SCARAMANGA BROS., INC.
Profit & Loss
January through December 2019

	<u>Jan - Dec 19</u>
PIRATES 3 'AT WORLD'S END	1,830.94
PIRATES 4 'ON STRANGER TIDES	1,424.07
PUBLIC ENEMIES	1,319.24
RANGO	5,311.78
SHERLOCK GNOMES	35,821.19
SECRET WINDOW	3,193.52
THE ASTRONAUT'S WIFE	758.73
THE TOURIST	3,784.50
TRANSCENDENCE	194.51
TUSK	516.62
WHAT'S EATING GILBERT GRAPE	331.11
YOGA HOSERS	85.80
	<hr/>
Total RESIDUALS	123,904.96
ROYALTIES	
BMI	703.92
SOUNDEXCHANGE	859.97
	<hr/>
Total ROYALTIES	1,563.89
Total Income	<u>25,002,616.52</u> ✓
Gross Profit	25,002,616.52

9:53 AM
 09/02/20
 Cash Basis

SCARAMANGA BROS., INC.
Profit & Loss
 January through August 2020

	Jan - Aug 20
Ordinary Income/Expense	
Income	
THE PUFFINS	350,000.00
INCOME - NON UTA	
NINTH GATE	13,281.64
SLEEPY HOLLOW	84,050.00
Total INCOME - NON UTA	97,331.64
FEES	
PARFUMS CHRISTIAN DIOR	2,450,000.00
Total FEES	2,450,000.00
OTHER INCOME	5,689.72
PROFIT PARTICIPATION	
FEAR AND LOATHING -NON UTA	20,401.00
TRYON PIC 1 (PIRATES 1)	461,996.00
TRYON PIC 4 (ALICE 1)	956,531.00
TRYON PIC 5 (PIRATES 4)	2,297,015.00
Total PROFIT PARTICIPATION	3,735,943.00
RESIDUALS	
LATE SHOW W/ JAMES CORD	390.00
21 JUMP STREET	708.65
A NIGHTMARE ON ELM STREET	1,568.06
ALICE IN WONDERLAND	4,432.59
ALICE THROUGH THE LOOKING GLASS	8,102.35
ARIZONA DREAM	38.34
BLACK MASS	2,346.97
BENNY AND JOON	725.72
BLOW	955.70
CRY BABY	373.90
DEAD MAN	3.25
DON JUAN DEMARCO	270.09
DONNIE BRASCO	1,729.67
EDWARD SCISSORHANDS	1,200.38
FAMILY GUY	73.56
FEAR AND LOATHING - NON UTA	900.78
FREDDY'S DEAD FINAL NIGHTMARE	162.17
GONZO	176.36
I LOVE YOU, MAN	81.31
INTO THE WOODS	2,965.35
JACK AND JILL	430.40
KING OF THE HILL	12.69
LONE RANGER	550.92
MORTECAI	209.60
NICK OF TIME	162.82
PIRATES OF THE CARIBBEAN	3,294.46
PIRATES 2 'DEAD MAN'S CHEST	3,080.66
PIRATES 3 'AT WORLD'S END	1,586.73
PIRATES 4 'ON STRANGER TIDES	1,271.69
PUBLIC ENEMIES	492.09
RANGO	3,645.56
SHERLOCK GNOMES	13,037.58
SECRET WINDOW	2,258.33
THE ASTRONAUT'S WIFE	667.92
THE TOURIST	2,841.07
TRANSCENDENCE	83.21
TUSK	178.00
WHAT'S EATING GILBERT GRAPE	585.71
YOGA HOSERS	45.20
Total RESIDUALS	61,639.84
ROYALTIES	

9:53 AM
09/02/20
Cash Basis

SCARAMANGA BROS., INC.
Profit & Loss
January through August 2020

	Jan - Aug 20
BMI	1,829.35
SOUNDEXCHANGE	382.86
Total ROYALTIES	2,212.21
Total Income	6,702,816.41
Gross Profit	6,702,816.41

**Scaramanga Bros., Inc, L.R.D. Productions, Inc., Infinitum Nihil
2009 - 2020 Projects Gross Receipts Summary**

<u>Year</u>	<u>Scaramanga Bros., Inc</u>	<u>L.R.D. Productions</u>	<u>Infinitum Nihil</u>	<u>Total</u>
2009	23,037,831.14	2,333,174.37	3,028,995.87	28,400,001.38
2010	51,412,789.66	15,456,352.68	2,987,490.16	69,856,632.50
2011	43,028,096.74	22,632,496.40	3,050,000.00	68,710,593.14
2012	48,583,812.78	1,110,752.27	2,450,000.00	52,144,565.05
2013	33,715,206.95	13,301,407.87	3,181,022.25	50,197,637.07
2014	42,112,168.17	13,240,403.64	3,027,330.00	58,379,901.81
2015	15,568,103.94	28,173,263.35	2,675,226.93	46,416,594.22
2016	16,099,634.89	2,098,731.57	2,762,900.75	20,961,267.21
2017	22,001,543.74	22,242,253.82	1,388,628.01	45,632,425.57
2018	15,849,181.79	1,957,863.11	546,202.00	18,353,246.90
2019	15,002,614.75	2,726,803.41	63,421.00	17,792,839.16
2020 (Jan - Aug)	6,702,816.41	7,422,133.58	42,991.00	14,167,940.99
Total	333,113,800.96	132,695,636.07	25,204,207.97	491,013,645.00

Scaramanga Bros., Inc	Contract Date	Contract Date	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 (Jan - Aug)	Total
	Prior to December 31,	After December 18, 2018													
Eg. Profit Participation												2,500,000.00	3,000,000.00		5,500,000.00
Asahi	X														1,155,592.00
Blow	X			419,671.00	26,075.00	127,960.00	211,255.00	77,054.00			73,645.00	113,090.00	106,842.00		15,000,100.00
Black Mass	X														7,500,000.00
Cheap as Dirt	X		2,500,000.00												23,550,000.00
Christian Dior	X							3,000,000.00		3,000,000.00	4,000,000.00	4,200,000.00	6,900,000.00	2,450,000.00	
Genzo	X		759.00												759.00
Pirates 4	X		15,000,000.00	17,938,423.25	22,827.88	12,992,593.10	2,034,690.42	9,493,620.08	4,659,791.00						62,131,945.73
Strong Hollow	X		55,306.00	41,231.00	63,908.00	79,527.00	49,758.00	92,055.00	62,368.00	67,888.00	82,943.00	92,689.00	56,714.00	84,050.00	828,437.00
Family Guy	X				908.00							214.45			1,122.45
Fear & Loathing	X		99,758.00	40,567.00		98,990.00		58,020.10				29,637.00			369,815.10
Talk Shows	X					1,008.00	2,570.00		1,661.25						6,811.25
Tusk	X							3,212.66							3,212.66
The Lone Ranger	X					21,000,000.00	20,119.64	2,325.96							21,022,445.60
The Tourist	X			6,000,000.00			677,507.00	843,755.00	2,305,216.67			428,597.00			10,255,075.67
Alice in Wonderland	X		1,542,600.00				6,186,104.00								7,722,704.00
When You're Strange	X		75,000.00			15,000.00									90,000.00
Denim Bracco	X		250,000.00												250,000.00
Paul McCartney Session	X							357.04	397.36						754.40
Howers	X														4,522.27
Pirates Legend	X					150,000.00									150,000.00
Pirates of the Caribbean	X		625,830.00	594,867.00	1,304,266.00			179,191.00	643,160.85						3,627,314.85
Manson Video	X										612.46				612.46
Ninth Gate	X		92,435.72	27,259.37	28,311.63	19,594.43	17,203.90	23,063.13	21,456.23	40,219.04		50,430.44	67,179.44	13,281.64	400,425.97
Nike Athletic Apparel	X				100,000.00										100,000.00
Alice in Wonderland	X		17,213,981.00	28,194,317.00	6,050,788.00			3,301,557.00	2,230,209.00						56,980,852.00
Mordau	X							3,392,500.00							3,392,500.00
Public Enemies	X		4,230,803.00	2,304,634.00	1,879,499.00	1,194,522.00	401,585.00	2,653,715.00				140,000.00			12,804,759.00
Ed Wood	X		8,211.00	7,668.00	9,227.00	11,855.70	12,933.00	10,921.00				4,198.00	8,546.00		73,559.70
Pirates 2 & 3	X		3,199,064.00	9,780,292.00	2,753,304.00	2,432,229.00	4,801,254.00	2,547,810.00	2,856,629.00	2,611,322.00	3,135,197.00	3,364,774.00			37,481,865.00
Life	X														25,000.00
21 Jump Street	X														10,000.00
Jack and Jill	X				10,303.38										10,303.38
Transcendence	X						20,000,000.00								20,000,000.00
Sale of Content Partners	X									1,000,000.00	5,000,000.00				6,000,000.00
Lafayette	X														852.50
Grammy Awards	X														3,531.90
World of Disney	X														60,000.00
Art of the Deal	X														250,000.00
Sherlock Holmes	X														4,718.00
Ed Wood	X									37,300.00	137,500.00	75,000.00			2,270,729.00
PI	X									4,308.00	4,410.00				8,718.00
Alice in Wonderland	X									799,358.00	337,806.00	450,647.00	310,922.00	461,996.00	2,270,729.00
Pa (UK Tax Disney)	X					675,382.30	318,664.00								994,046.30
Into the Woods	X									1,073,383.00	1,483,115.00	1,001,392.00			3,560,090.00
Harlock Appearance	X														150,000.00
Venice Film Festival	X														400,000.00
Hollywood Vampires	X														50,000.00
The Pullins	X														350,000.00
Residual Income															

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Scaramanga Bros., Inc	Contract Date Prior to December 18,	Contract Date After December 18, 2018	2000	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 (Jan - Aug)	Total			
21 Jump Street	X														300.00	300.00		
Late Show W Letterman	X		930.41	889.30	1,603.28	1,343.12	9,670.35	1,291.88	3,161.08	1,447.20	1,141.81	897.68	917.78	708.65	5,457.53	5,457.53		
Late Show W James Cord	X						499.75	1,122.80	297.19		104.80				300.00	300.00		
Don Juan Demarco	X														270.00	270.00		
Edward Scissorhands	X		2,319.18	1,157.68	1,902.02	1,348.06	2,405.57	415.25	592.62	702.12	9.64	930.35	669.14	2,186.98	1,200.38	21,926.19		
Fear & Loathing	X		7,066.35	2,698.60	3,663.30	1,294.14	2,593.95	2,472.85	1,868.07	1,402.04	32,528.31	14,468.27	2,186.06	900.78	75,142.72	75,142.72		
Freddy's Dead Final Night	X														162.17	162.17		
Grv Babe	X														373.90	373.90		
Honey & Joon	X		744.43	1,275.97	814.34	1,090.00	729.19	678.19	1,060.14		433.03	477.90	532.88	798.11	375.00	9,008.08		
Blow	X		1,183.20	1,853.49	1,708.09	1,171.23	1,064.29	1,125.33	1,951.00		010.01	693.06	851.07	876.93	725.72	16,113.62		
Nick of Time	X														166.01	166.01		
Gilbert Grape	X		1,709.08	2,473.41	1,283.85										9,461.35	9,461.35		
Pirates of the Caribbean	X														4,411.56	4,411.56		
Dead Man	X		7,097.15	4,019.93	25.94	460.73	568.86	890.23	586.38		260.30	105.49	70.74	77.36	3.25	14,166.16		
Disney Movie Magic	X															7,089.95	7,089.95	
Edward Scissorhands	X														73.56	73.56		
Family Guy	X															45,068.00	45,068.00	
Secret Window	X		2,786.55	13,314.15	2,743.80	5,377.50	6,808.32	3,536.55	3,227.55	3,347.25	3,926.33		2,382.38	1,729.67	24,234.82	24,234.82		
Doogie Howser	X		4,291.80	1,244.85	700.80	1,774.65	2,100.20	1,448.55	1,674.15	2,157.15	2,151.15	2,576.47	2,382.38	1,729.67	11,114.33	11,114.33		
Ed Wood	X		10,559.00	555.33												854.90	854.90	
King of the Hill	X		86.48	147.07	98.52	76.07	145.53	139.13	101.93	101.11	101.04	100.94	86.72	12.69	1,197.23	1,197.23		
Cheerist	X		843.90		220.53			13.02	443.52						38.34	895.75	895.75	
Anson Druhan	X		11,650.21	1,566.13	209.01	1,970.78	381.77	617.21	492.78	262.69	352.78	278.20	6,315.98	176.36	176.36	24,273.90	24,273.90	
Goat	X														81.31	2,766.56	2,766.56	
I Love You Man	X														492.09	52,725.16	52,725.16	
Public Enemies	X														667.92	8,793.14	8,793.14	
The Admirable Wile	X														4,432.50	243,169.13	243,169.13	
Alice in Wonderland	X														8,102.35	71,333.97	71,333.97	
Alice II	X														1,564.06	39,051.00	39,051.00	
A Nightmare on Elm Street	X														2,960.04	22,246.80	22,246.80	
Pirates 3	X														1,586.73	1,586.73	1,586.73	
Buried Secret of M. Night S	X														1.51	3,426.05	3,426.05	
Family Guy	X															20,986.34	20,986.34	
The Lone Ranger	X															152,675.61	152,675.61	
The Tourist	X															1,136.54	1,136.54	
Transcendence	X															178.00	3,691.20	3,691.20
Task	X															160,309.82	160,309.82	
Rango	X															13,662.04	13,662.04	
Pirates 2	X															30,645.39	30,645.39	
Pirates 4	X															2,135.10	2,135.10	
Pirates Deck Part	X															14,083.19	14,083.19	
Jack and Jill	X															18,786.14	18,786.14	
The Libertine	X															1,589.18	1,589.18	
Ellen	X															2,426.74	2,426.74	
Jimmy Kimmel	X															1,543.68	1,543.68	
Task	X															11,347.71	11,347.71	
Mordant	X															61,130.99	61,130.99	
Jim the Woods	X															83,973.00	83,973.00	
Black Mass	X															2,233.84	2,233.84	
What's Eating Gilbert Grape	X															352.89	352.89	
Yoga Hosers	X															7,887.76	7,887.76	
Secret Window	X																	

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Saramanga Bros., Inc	Contract Date Prior to December 18,	Contract Date After December 18, 2018	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 (Jan - Aug)	Total
Sherlock Gnomes	X					1,201.39	74.10				6,834.19	58,635.87	241.02		72,096.29
Miscellaneous	X														
Royalty															
BMI	X		873.82	2,414.83	919.35	341.10	1,367.51	849.34	847.17	3,136.20	2,039.56	1,093.38	703.92	1,829.35	15,431.53
Sound Exchange	X						2,084.59	558.46	1,130.29	476.23	654.68	1,166.89	839.97	382.86	7,311.97
Plus Land Was His Land	X						996.28								996.28
Other	X									616.82					616.82
Reimbursed Expenses															4,250.00
NBC Universal	X		4,250.00												
Black Mass	X							389,415.96	232,513.75						621,929.71
Diary: Worldwide	X		71,807.20		884,120.74		587.00								956,514.94
Alice II	X		132,017.60	8,576.00											140,593.60
Cheap as Dirt	X		73,577.86					348,049.00							73,577.86
Rum Diary Productions	X		32,766.72	1,545.30											126,000.00
Rango	X				126,000.00										983,419.28
Lone Ranger	X					983,419.28									27,416.40
21 Jumpstreet	X			27,416.40					49,000.00						49,000.00
Murdoch	X														427,946.75
Pirates 4	X				354,988.75	72,958.00									511.40
Warfare for Barbarians	X											369.40	4,550.00		145,295.19
Sherlock Gnomes	X											145,295.19			20,000.00
Shane MacGowan	X											20,000.00			675,775.73
Transcendence	X						479,686.44	169,956.00	26,133.29						51,478.39
Labyrinth	X										51,478.39				13,481.46
Diary	X														761.01
Hoaxers	X								170.00						20,000.00
Hollywood Vampires	X														
Re:Diem															300.00
21 Jump Street	X					300.00									61,360.00
The Lone Ranger	X						61,360.00								29,200.00
Black Mass	X								29,200.00						61,581.00
P4	X			61,581.00											
Total Projects Gross Receipts			23,037,831.14	51,412,789.66	43,028,096.74	48,583,812.78	33,715,206.95	42,112,168.17	15,568,103.94	16,099,634.89	22,001,523.74	15,849,181.79	15,002,614.75	6,702,816.41	333,113,800.96
State Tax Refund			505.94		1,496.00						38,453.00				40,454.94
Total Gross Receipts Reported on Tax Returns			23,038,337.08	51,412,789.66	43,029,592.74	48,583,812.78	33,715,206.95	42,112,168.17	15,568,103.94	16,099,634.89	22,039,996.74	15,849,181.79			333,154,255.90

Note: 2019 and 2020 tax returns have not been filed yet.

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EWC000050

Infinitum Nihil	Contract Date Prior to December 18, 2018	Contract Date After December 18, 2018	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 (Jan - Aug)	Total
			Warner Bros - Overhead	X		2,249,976.96	2,087,490.16	2,250,000.00	2,250,000.00	1,125,000.00					
Dark Shadows	X				800,000.00	200,000.00	934,860.00	(49,619.00)	159,542.00	87,281.00	43,169.00	48,334.00	61,421.00	36,741.00	2,522,774.00
GK Films - KR Project	X			750,000.00											750,000.00
Rum Diary Productions	X			150,000.00					17,250.00						167,250.00
Mordant	X					320,000.00	480,000.00	200,000.00							1,000,000.00
Stanhope & Friends	X									9,000.00	10,000.00				19,000.00
Richard Says Goodbye	X									500,000.00					500,000.00
Dragonfire Development LLC	X											20,000.00			20,000.00
Treborn	X											50,000.00			50,000.00
Waiting for the Barbarians	X											250,000.00			250,000.00
Windhorn	X											167,868.00			167,868.00
Fortunately, the Milk	X												6,250.00		6,250.00
Miscellaneous Income	X								344.00	3,156.49	3,125.00				6,625.49
Reimbursed Expenses	X														760,652.19
Warner Bros	X		760,652.19												760,652.19
Rum Diary	X		18,366.72												18,366.72
Dines	X					801,362.25	2,367,561.00	2,298,083.93	2,546,100.76	813,334.01					8,846,441.95
Mordant	X						30,150.00								30,150.00
P5	X									126,362.50					126,362.50
Total Projects Gross Receipts			3,028,995.87	2,987,490.16	3,050,000.00	2,450,000.00	3,181,022.25	3,027,330.00	2,675,226.93	2,762,900.75	1,388,628.01	546,202.00	61,421.00	42,991.00	25,204,207.97
State Tax Refund													8,678.00		8,678.00
Total Gross Receipts Reported on Tax Returns			3,028,995.87	2,987,490.16	3,050,000.00	2,450,000.00	3,181,022.25	3,027,330.00	2,675,226.93	2,762,900.75	1,388,628.01	546,202.00			25,212,885.97

Note: 2019 and 2020 tax returns have not been filed yet

ATTACHMENT 5

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JOHN C. DEPP, II; and EDWARD)
L. WHITE, as trustees of the)
Sweetzer Trust, and as)
trustee of the Mooh)
Investment Trust,)

Plaintiffs,)

vs.)

THE MANDEL COMPANY, INC.,)
d/b/a THE MANAGEMENT GROUP,)
a California corporation;)
JOEL L. MANDEL, individually)
and as former trustee of the)
Sweetzer Trust; ROBERT)
MANDEL; FIRST AMERICAN TITLE)
INSURANCE COMPANY, a)
California corporation; and)
DOES 1 through 15,)
inclusive,)

Defendants.)

THE MANDEL COMPANY, INC.)
(dba THE MANAGEMENT GROUP);)
JOEL L. MANDEL and ROBERT)
MANDEL,)

Cross-Complainants,)

vs.)

JOHN C. DEPP, II, an)
individual; SCARAMANGA)
BROS., INC., a California)
corporation; L.R.D.)
PRODUCTIONS, INC.; a)
California corporation;)
EDWARD WHITE, an individual;)
EDWARD WHITE & CO., LLP, a)
California limited liability)
partnership; ELISA CHRISTI)
DEMBROWSKI, an individual;)

) Case No. BC 646882

1 WILLIAM RASSEL, an)
 2 individual; NATHAN HOLMES,)
 3 an individual; JAMES RUSSO,)
 4 an individual; JONATHAN)
 5 SHAW, an individual; SAL)
 6 JENCO, an individual; BRUCE)
 7 WITKIN, an individual;)
 8 UNISON MUSIC, LLC, a)
 9 California limited liability)
 10 company; and ROES 1)
 11 through 20, inclusive,)
 12)
 13 Cross-Defendants.)
 14)

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DEPOSITION OF TRACEY JACOBS
 Los Angeles, California
 Wednesday, May 30, 2018

Job: 27947

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 2 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

3 _____
 4 JOHN C. DEPP, II; and EDWARD)
 L. WHITE, as trustee of the)
 5 Sweetzer Trust, and as)
 trustee of the Mooh)
 6 Investment Trust,)
)
 7 Plaintiffs,)
)
 8 vs.) Case No. BC 646882
)
 9 THE MANDEL COMPANY, INC.,)
 d/b/a THE MANAGEMENT GROUP,)
 10 a California corporation;)
 JOEL L. MANDEL, individually)
 11 and as former trustee of the)
 Sweetzer Trust; ROBERT)
 12 MANDEL; FIRST AMERICAN TITLE)
 INSURANCE COMPANY, a)
 13 California corporation; and)
 DOES 1 through 15,)
 14 inclusive,)
)
 15 Defendants.)
 _____)

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 17
 18
 19 The deposition of TRACEY JACOBS,
 20 taken on behalf of Cross-Complainants, at 808 Wilshire
 21 Boulevard, Third Floor, Santa Monica, California;
 22 commencing at 10:44 a.m. and ending at 3:55 p.m., on
 23 Wednesday, May 30, 2018, before Kathy Mannlein, a
 24 Certified Shorthand Reporter in the State of California,
 25 License No. 13153.

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41

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14
15 Also present: Joshua Rosefsky, Videographer
Joel Mandel
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1 A. Yes.

2 Q. And when was the first time that you became
3 aware that Johnny had any financial problems or issues?

4 MR. CHEW: Objection to the form of the
5 question.

6 THE WITNESS: Can I answer?

7 MR. KUMP: Yes.

8 MR. FREEDMAN: Yes.

9 THE WITNESS: I would say the mid-2000s.

10 BY MR. KUMP:

11 Q. So, like, 2005?

12 A. Ish.

13 Q. And how did you become aware of that?

14 A. Because I was always under pressure to take a
15 job for him to find a job that would pay him the most
16 amount of money.

17 Q. And under pressure from whom?

18 A. Johnny, Christi.

19 Q. Joel, sometimes?

20 A. Indirectly.

21 Q. Well, let me ask you, when you say Johnny, like,
22 I'm not asking you to tell me verbatim, but what would
23 he say to you that led you to conclude that he wanted --
24 that he needed to get a high-paying job because of his
25 financial issues?

1 A. I need to make some money.

2 Q. Okay. And same thing with respect to Christi,
3 what would she say?

4 A. He needs a job.

5 Q. Okay. And were you ever concerned that his
6 desire for a high-paying job might influence his
7 artistic choices?

8 A. Yes.

9 Q. Okay. And did you talk to him about that?

10 A. Yes.

11 Q. And what was his response?

12 A. As I recall, he didn't seem very concerned about
13 that.

14 Q. Did he tell you why he needed to make money?

15 A. I just knew he was under financial pressure.

16 Q. Okay. And you said that started in or around
17 2005. Did that continue throughout the period of time
18 you represented him?

19 A. Yes.

20 Q. Okay. And is -- during the period of time --
21 during that period of time, did Joel Mandel ever tell
22 you about, you know, monies that were needed in a
23 general -- in general terms, or about financial
24 pressures, financial events -- let me start over again.
25 That was not a well-phrased question.

1 Did Joel Mandel, during this period of time,
2 ever tell you that there were financial matters that had
3 to be dealt with, and that, you know, what movies are in
4 the pipeline, what do you think the prospects are, that
5 sort of thing?

6 MR. CHEW: Objection to the form of the
7 question.

8 MR. FREEDMAN: You can answer.

9 THE WITNESS: Occasionally.

10 MR. KUMP: Okay.

11 BY MR. KUMP:

12 Q. Did you ever have -- did you ever discuss with
13 Johnny, you know, how regularly he should be making
14 movies, or how much he should be getting paid, those
15 kinds of things, that kind of career advice?

16 A. It wouldn't go like that. It would be more
17 about the specific opportunities and what I thought we
18 could get for them.

19 Q. Did -- I don't know if this expression will make
20 sense, but was there money that Johnny left on the table
21 -- in other words, were there opportunities you had for
22 him that were available to him where he could have made
23 money, and he decided to pass for some reason on those?

24 A. I'm sure there were.

25 Q. Okay. Can you -- can you quantify those at all?

1 Q. And when was it that -- did Joel Mandel also
2 tell you at some point in time that Johnny was in
3 financial difficulty?

4 MR. CHEW: Objection to the form of the
5 question.

6 MR. KUMP: Let me rephrase it, then.

7 BY MR. KUMP:

8 Q. You testified earlier that starting around in
9 2005, both Johnny and Christi told you that he needed
10 money, that he was under financial pressures.

11 Did Joel Mandel also tell you that at some point
12 in time?

13 A. Yes.

14 Q. Okay. And do you know when it was,
15 approximately, that Joel told you that for the first
16 point in time?

17 A. It would have probably been around that time.
18 But there was more than one conversation about it.

19 Q. Were there ever conversations between you and
20 Jake and Joel and Christi -- not necessarily all at
21 once, but around the same periods of time in which all
22 of you discussed the fact that Johnny was having
23 financial issues?

24 MR. CHEW: Objection to the form of the
25 question; vague.

1 MR. FREEDMAN: You can answer.

2 THE WITNESS: Yes.

3 BY MR. KUMP:

4 Q. Okay. Did Johnny know he was having financial
5 problems?

6 MR. CHEW: Objection to the form of the
7 question.

8 MR. KUMP: Let me put it to you this way.

9 BY MR. KUMP:

10 Q. Based on what he said to you, did Johnny know
11 that he was having financial problems?

12 A. Yes.

13 Q. Okay. And that started as early as 2005?

14 A. Yes.

15 Q. And during that period of time, 2005 to 2015 or
16 '16, did he ever blame that on -- on you?

17 A. No.

18 Q. Did he ever blame it on Jake?

19 A. No.

20 Q. Did he ever blame it on Joel and what he said to
21 you?

22 A. Not until the boat.

23 Q. The boat, okay. And, again, he was upset that
24 he had to sell the boat; correct?

25 A. Yes.

1 Johnny and from Christi; correct?

2 A. Yes.

3 Q. Did it become harder for you to find good paying
4 jobs for him at some point in time while you were still
5 his talent agent?

6 A. Yes.

7 Q. And when did that start?

8 A. That started -- I would say, approximately,
9 2010, '11.

10 Q. Okay. And give me an example of how you
11 experienced that.

12 A. When I'd call to talk to a studio head, or a
13 director, or a producer, I was questioned about certain
14 things.

15 Q. And what were those things that you were
16 questioned about?

17 A. Lateness, complicated, unavailable. And it
18 seemed that there was a reputation that he had.

19 Q. And you had to directly deal with that; correct?

20 A. Yes.

21 Q. Did you talk to Johnny about that?

22 A. Many times.

23 Q. And what did you -- in substance, what did you
24 say to him about this issue?

25 A. You're late, people have a hard time with that,

1 back to Johnny Depp with?

2 A. I don't know, I wasn't involved with the
3 proposal.

4 Q. Were you continuing to talk to Mr. Depp during
5 this period of time about movies and things of that
6 matter?

7 A. Obviously, not as much as I thought I was.

8 Q. After -- after the meeting at which he was so
9 angry with UTA, did you -- did you talk to him about,
10 you know, what projects might be coming up and things of
11 that sort, or did his anger carry over to the
12 relationship?

13 A. As I recall, he was just very angry, and he was
14 also going through the divorce things. So he was very
15 angry.

16 Q. Okay. Did you ever talk to him about the
17 divorce?

18 A. Yes.

19 Q. And what did he tell you?

20 A. That he didn't hit her, and -- I don't really
21 remember much else; that it was a very difficult period
22 for him.

23 Q. And did Mr. Depp ever lie to you, that you know
24 of, at any time?

25 A. I believe so.

1 Q. Do you know what about?

2 A. I think drugs.

3 Q. Okay. You had conversations with him about his
4 drug use; correct?

5 A. Yes.

6 Q. You were concerned about it because of its
7 impact on his professional career?

8 A. More so because of the impact on his life and
9 his children.

10 Q. Right, right. And when is it that you first had
11 a conversation with him about his drug use?

12 A. How far back do you want to go?

13 Q. When is the first time that you had a
14 conversation?

15 A. Approximately 25 years ago.

16 Q. Okay. And did you have conversations with him
17 about his drug use during that 25-year period, off and
18 on?

19 A. Yes.

20 Q. Was it a -- was it a problem?

21 A. Yes.

22 Q. Was it ever not a problem?

23 A. Yes.

24 Q. Okay. There was a period -- did -- at some
25 point, did he go into a detox problem; do you recall?

1 A. I don't know.

2 Q. Okay. You weren't involved in efforts to get
3 him into a detox program --

4 A. I tried to get him into rehab. I don't know if
5 he ever went into detox.

6 Q. Okay. Did his -- from your perspective, in your
7 experience with him, did the drug use affect his moods
8 and his personality?

9 MR. CHEW: Objection to the form of the
10 question; calls for speculation.

11 MR. FREEDMAN: You can answer.

12 THE WITNESS: Yes.

13 BY MR. KUMP:

14 Q. Okay. In a negative way?

15 A. Yes.

16 Q. How so?

17 A. Anger, hostility, unwillingness to communicate.

18 Q. Did it affect -- did his drug use affect his
19 professional career, in terms of his performance, such
20 as his reliability, his showing up on time, things of
21 that nature?

22 MR. CHEW: Objection to the form of the
23 question; calls for speculation.

24 MR. FREEDMAN: You can answer.

25 THE WITNESS: Yes.

1 BY MR. KUMP:

2 Q. Okay. And do you know that from talking to
3 people who were directly involved with trying to get him
4 to perform, and otherwise appear on time?

5 A. Yes.

6 Q. And I think you testified previously that
7 starting in or around 2010, you had more and more
8 difficulty getting jobs for him, or, you know, movies
9 for him, because word was out that he was difficult,
10 things of that nature. Did the drug use figure into
11 those concerns, as well?

12 MR. CHEW: Objection to the form of the
13 question.

14 MR. FREEDMAN: You can answer.

15 THE WITNESS: Yes.

16 BY MR. KUMP:

17 Q. And are these issues -- the drug use, the
18 inability to show up on time, all of those problems also
19 things that you discussed with Christi during that
20 period of time?

21 A. Yes, but I also discussed it with Johnny
22 directly.

23 Q. Okay. And did you -- did you ever feel like you
24 broke through in talking to him, where he really got
25 what you were trying to tell him?

1 A. No.

2 Q. And that's true during this entire period of
3 time?

4 A. On and off. I can't say it was true
5 consistently. More on than off.

6 Q. More often than not?

7 A. Yes.

8 Q. Okay. How about alcohol abuse, was that also
9 part of the problem?

10 A. Yes.

11 Q. Could you tell from your own experience where,
12 when the issue was alcohol abuse versus drug abuse, or
13 did they kind of run together?

14 A. They --

15 MR. FREEDMAN: Objection to the form of the
16 question. You can answer.

17 THE WITNESS: I couldn't tell.

18 BY MR. KUMP:

19 Q. You just knew that there was obviously a problem
20 because he was abusing substances?

21 A. I think it was both.

22 Q. Okay. Did you believe him when he told you that
23 he hadn't hit Amber?

24 MR. CHEW: Objection to the form of the
25 question.

1 MR. FREEDMAN: You can answer.

2 THE WITNESS: Yes.

3 BY MR. KUMP:

4 Q. Okay. Since then, have you learned anything
5 that would make you believe that he did, in fact, hit
6 her?

7 A. Yes.

8 Q. Okay. Was it her testimony under oath in court?

9 MR. CHEW: Objection to the form of the
10 question.

11 MR. FREEDMAN: You can answer.

12 THE WITNESS: No.

13 BY MR. KUMP:

14 Q. What was it that made you believe that, in
15 fact -- that he did, in fact, hit her?

16 MR. CHEW: Objection, calls for speculation.

17 THE WITNESS: That it was his behavior, and his
18 inconsistencies, and violent outbursts that led me to
19 believe it was a possibility.

20 BY MR. KUMP:

21 Q. Did he ever have a violent outburst with you?

22 A. Do you mean toward me?

23 Q. Yes, thank you. Let me ask that again.

24 A. Physically?

25 Q. No, let me rephrase that.

1 Did Johnny Depp ever have an outburst of anger
2 towards you -- in other words, verbal anger?

3 A. Yes.

4 Q. Okay. On more than one occasion?

5 A. Yes.

6 Q. Did he raise his voice?

7 A. Yes.

8 Q. Was he clearly visibly angry?

9 A. Yes.

10 Q. I assume he never, you know, touched you --

11 A. No.

12 Q. -- in an inappropriate way, okay.

13 And over the -- over all of the years, can you
14 -- can you quantify or estimate the number of times that
15 he got angry to the point where it really concerned you
16 -- just to you, personally?

17 A. I can't quantify.

18 Q. Was it more than a couple of times?

19 A. Yes.

20 Q. Okay. And did these instances of his anger seem
21 to intensify as time went on?

22 A. Yes.

23 Q. Okay. And in the last part of your time with
24 him, 2015 and 2016, did the instances of his outright
25 anger towards you increase, as well?

1 A. Yes.

2 Q. Would it be -- is it fair to say that based upon
3 your personal experience with Mr. Depp, that in this
4 period of 2015 and '16, he was -- he was angry?

5 A. Yes.

6 Q. He was angry at everybody?

7 A. Yes.

8 Q. And that anger manifested itself in the way he
9 dealt with you; correct?

10 A. Yes.

11 Q. And did you see and observe that it manifested
12 in the way in which he dealt with other people around
13 him?

14 A. Yes.

15 Q. Was it a negative?

16 A. Yes.

17 Q. And did it hurt his career?

18 A. Yes.

19 Q. Since the time that you stopped being his talent
20 agent, what movies has Mr. Depp done?

21 A. Well, he's done a number of movies, but they
22 were movies that I put him in.

23 Q. Right. So I'm putting those aside. In terms of
24 movies --

25 A. That he's done at the other agency?

1 Q. Yes.

2 A. One very small movie.

3 Q. And what was that?

4 A. I don't know what it's called.

5 Q. Okay. How many -- do you know how many movies
6 you represented Mr. Depp in connection with during his
7 career?

8 MR. FREEDMAN: Objection, vague.

9 BY MR. KUMP:

10 Q. So do you know if it was 20 movies, 30 movies
11 that you negotiated on his behalf?

12 A. I would have to say, I believe, between 30 and
13 50.

14 Q. And do you know what -- again, approximately,
15 the amount of revenues and income that that generated
16 for Mr. Depp?

17 A. Yes.

18 Q. What was that?

19 A. Six hundred fifty million dollars.

20 Q. And that was based upon your representation of
21 him?

22 A. Yes.

23 Q. Okay. When was the last time you ever spoke to
24 Mr. Depp?

25 A. October 27th, 2016.

1 MR. CHEW: Objection to the form of the
2 question; calls for speculation.

3 THE WITNESS: I'm not sure.

4 BY MR. KUMP:

5 Q. In the period of 2013/'14, '15 -- well,
6 2013/'14, '15, and '16, did you think that there was
7 still -- that Mr. Depp was still having problems with
8 substance abuse?

9 A. Yes.

10 Q. Okay.

11 (Exhibit 70 marked.)

12 BY MR. KUMP:

13 Q. Exhibit 70 appears to be something that was
14 e-mailed to you by The Wrap, which is an online
15 periodical. It says, "Watch Johnny Depp's Bizarre
16 Hollywood Film Awards Speech That Set Social Media
17 Abuzz." And then you forwarded this on to Christi;
18 correct?

19 A. Yes.

20 Q. And what was it that this was depicting?

21 A. He was giving an award to -- oh, my God, I can't
22 remember. He was giving an award to -- literally to
23 someone at this moment that I can't recall. And he
24 walked on the stage -- and it was televised for the
25 first time, and every studio head in town and a lot of

1 other actors were there. And he was wavering and
2 swaying from side to side, and looked completely out of
3 it.

4 Q. Do you think that most people who looked at it
5 would conclude that he was under the influence of
6 something?

7 MR. CHEW: Objection to the form of the
8 question. It clearly calls for speculation.

9 MR. FREEDMAN: If you know.

10 THE WITNESS: Yes.

11 MR. KUMP: Okay.

12 BY MR. KUMP:

13 Q. And why did you send it to Christi?

14 A. It's her brother. I wanted her to see what
15 people were talking about. Everybody in town was
16 talking about it. I got a lot of calls. I was sitting
17 with another actor of ours who couldn't believe what he
18 was watching, and it was sad.

19 Q. Other people commented on this to you?

20 A. Yes.

21 Q. And in your experience as a talent agent of many
22 years, is this type of publicity good for one's career?

23 A. No.

24 Q. Why is that?

25 A. I think the answer is somewhat obvious.

1 Q. Yes, okay.

2 A. It's not good to see someone high that you're
3 paying millions of dollars to that's being televised on
4 national TV, and everyone is talking about it.

5 Q. Did you ever talk to Johnny about this event
6 after it happened?

7 A. Yes.

8 Q. And what did he say?

9 A. I don't recall exactly, but I spoke to his
10 publicist as well, and she said that he had smoked some
11 pot and taken a Xanax before he walked on the stage.

12 (Exhibit 71 marked.)

13 BY MR. KUMP:

14 Q. These are a series of e-mails from February of
15 2015 -- late February. On the second page, Ms. Jacobs,
16 is the first e-mail, which is an e-mail from you on
17 February 26th. It says, "Sean Bailey did call me."

18 And who is Sean Bailey?

19 A. The president of Disney.

20 Q. Okay. He said, "There were 300 extras
21 yesterday. Disney is going to give him two days-ish to
22 correct the lateness, and then there will be problems.
23 Was he with the Foo Fighters last night?"

24 And is this referring to Mr. Depp on the set of
25 the Pirates five filming?

1 A. Yes.

2 Q. And what -- what did -- I mean, I can tell from
3 this, but Mr. Bailey was upset, I take it?

4 A. Yes.

5 Q. Concerned?

6 A. Yes.

7 Q. I guess, presumably, 300 extras sat around
8 waiting for Johnny to show up?

9 MR. CHEW: Objection to the form of the
10 question.

11 BY MR. KUMP:

12 Q. Again, the question is, what did Mr. Bailey tell
13 you?

14 A. That he was four to six hours late; that the
15 crew and 300 extras sat for hours waiting for him, and
16 he finally showed up. But this was not the first time,
17 and it wasn't going to be tolerated.

18 Q. And in a later e-mail on the first page, you
19 say, "Sam Dickerman also just called me."

20 And who is Sam Dickerman?

21 A. He's the vice president of Disney. His -- he
22 was overseeing the movie, below Sean.

23 Q. Okay. So Sean would have been his boss?

24 A. Yes.

25 Q. Okay. And Sean -- they were filming in

1 Australia at that time; is that correct?

2 A. Yes.

3 Q. And Sean made it clear that he was not going to
4 put up with this?

5 A. Yes, but they couldn't fire him.

6 Q. Right, right. What could they do?

7 A. Well, they could have imposed financial
8 penalties, but they didn't.

9 Q. And did you ever -- did you try to get ahold of
10 Johnny to talk to him about this?

11 A. Yes.

12 Q. And were you able to?

13 A. No.

14 Q. Did you talk to Christi about it?

15 A. Yes.

16 Q. And what did you tell her?

17 A. Exactly what the e-mail said, which is exactly
18 the circumstances. I didn't mince words.

19 Q. And what did she say? Did she understand the
20 seriousness of it?

21 A. I don't know.

22 Q. Okay. Do you recall what she said in response
23 to you?

24 A. No. I'm sure it was a defense.

25 (Exhibit 72 marked.)

1 BY MR. KUMP:

2 Q. So this is -- you can see, there's an e-mail at
3 the very bottom, the next day, February 27th, to you
4 from John Bailey, and said, "Eight hours late yesterday.
5 We're a day behind on our schedule. I've LW" -- left
6 word -- "for Christi."

7 Do you see that?

8 A. Yes.

9 Q. And then you wrote -- Christi says, "Yeah, I
10 will call him."

11 You say, "Bruckheimer just called me and said if
12 he's not on time Monday, we have a real problem. I
13 don't know what to do. Jerry isn't there" -- "isn't
14 there on location, so I don't know who will be speaking
15 to him."

16 Do you see that?

17 A. Yes.

18 Q. Okay. And, again, this is just more of the
19 same? I mean, more -- this studio is upset, he's being
20 late, he's not showing up, and they're trying to put
21 pressure on you to get this corrected, I take it?

22 MR. CHEW: Objection to the form of the
23 question.

24 THE WITNESS: What's the question?

25 ///

1 BY MR. KUMP:

2 Q. The question was -- well, again, just looking,
3 Christi writes, "I will see what we can do to make sure
4 he knows and understands. I know he felt bad about the
5 other day, so he was mindful of needing to turn" -- "to
6 get turned around."

7 And then you wrote, "Jerry has said he's been
8 late every day at least two hours. He also referenced
9 his lateness on Alice 2 and Mortdecai, which clearly is
10 out there. Is there anything I can do?"

11 Does this go back to the point you made earlier,
12 which was that there were -- that there was word among
13 the people in the entertainment industry that he was
14 becoming increasingly unreliable?

15 MR. CHEW: Objection to the form of the
16 question.

17 MR. FREEDMAN: You can answer.

18 THE WITNESS: Yes.

19 BY MR. KUMP:

20 Q. Okay. And that there had been issues regarding
21 his -- as you said, his lateness?

22 A. Yes.

23 Q. And now this was P3 -- P5, Pirates five?

24 A. P5.

25 Q. Christi, in response to you, she said, "The

1 everyday time frame seems to grow. He told me one to
2 one and a half, but not two hours. Yes, he was two and
3 a half hours late one day, and seven hours recently."
4 She goes, "I know all of it, and what he needs to do. I
5 think he knows, also. Working on how to get him there,
6 but I don't know what to tell you to do to help. I know
7 you could call or e-mail, or go through the guys, but
8 not sure how that would go over if it's just telling him
9 what he needs to do to be better. That's not always
10 helpful with all people, to be honest."

11 Do you see that? Is that consistent with the
12 types of conversations --

13 A. Yes, it's consistent to the point that I made
14 earlier that she would always defend him, and never say,
15 you're right, we've gotta deal with this, and she was no
16 help whatsoever, because she'd be too busy defending his
17 behavior.

18 Q. And what eventually happened on the filming of
19 P5? It obviously got done.

20 A. Well, they shut it down for over a week because
21 he cut his finger off.

22 Q. And that shut down the whole production?

23 A. Yes.

24 Q. And do you have any idea what that would cost
25 the studio, to shut a production of that size down for a

1 week?

2 A. Millions and millions of dollars.

3 Q. Okay. And at the end -- and, again, did the
4 studio voice its frustrations with you about that event?

5 A. Yes.

6 Q. And what was your response?

7 A. I'm sorry. I flew to Australia twice within
8 three weeks to see him. The first time I got there, he
9 had left on his way back for Los Angeles to get his
10 finger fixed. So I had just arrived, and he was gone,
11 so he came three weeks later to address the issue in
12 person.

13 Q. And what did he say?

14 A. He was sweet, he laughed, Amber was on the set,
15 and everything was hunky-dory and fine.

16 Q. And then did the movie go on from there and get
17 made?

18 A. Yes.

19 Q. Okay. Without -- were there further incidents
20 at that point?

21 A. Yes.

22 Q. Okay. More -- more lateness and tardiness?

23 A. Yes.

24 Q. But eventually, it got done?

25 A. Yes.

1 Q. Did you continue to have conversations with him
2 as the studio would bring these problems to your
3 attention?

4 A. Yes.

5 Q. Were you able to get ahold of him?

6 A. Occasionally.

7 Q. Okay. And what would he say?

8 A. Not much.

9 Q. In your experience -- again, for as many years
10 as you've been a talent agent, when you have this kind
11 of conduct and repeated behavior, over and over, over a
12 period of years, what does that do to one's career?

13 MR. CHEW: Objection, form of the question.

14 MR. FREEDMAN: You can answer.

15 THE WITNESS: It certainly doesn't help one's
16 career progress in the right direction. It makes it
17 more and more difficult to procure employment, to keep
18 his price rate up, and to give him the opportunities
19 that I wanted him to have.

20 BY MR. KUMP:

21 Q. And is that what you saw increasingly over the
22 years?

23 A. Yes.

24 Q. Okay. And by the time that you -- by the time
25 that he terminated you, was it at a crisis point, in

1 your mind?

2 A. Yes.

3 MR. CHEW: Objection to the form of the
4 question.

5 THE WITNESS: Yes.

6 (Exhibit 73 marked.)

7 BY MR. KUMP:

8 Q. Exhibit 73 is a few weeks later. Who is John
9 Leshner?

10 A. Pressure of Black Mass, the movie he shot.

11 Q. Okay. And he writes to you -- and who is Scott
12 Cooper?

13 A. The director of Black Mass.

14 Q. He writes -- writing to you on April 14, 2015,
15 "I called you. He didn't show up; very upsetting.
16 Hopefully we will be there tomorrow. We have to pay for
17 the stage time even if he doesn't come."

18 Do you see that?

19 A. Yes.

20 Q. Was this after the filming for Pirates five had
21 concluded?

22 A. I believe so. It this might have been for a
23 make-up test.

24 Q. I see, okay. And do you recall that there were
25 issues during the filming of Black Mass --

1 A. Yes -- sorry.

2 Q. Do you recall there were issues during the
3 filming of Black Mass with his being late and tardy?

4 A. Yes.

5 Q. And was it a problem that you, again, tried to
6 step in and tried to resolve?

7 A. Yes.

8 Q. I asked you earlier about Mr. Depp's penchant
9 for not telling the truth. Do you know that -- if he
10 ever made any false statements or untruths to any
11 studios that he was dealing with?

12 MR. CHEW: Objection to the form of the
13 question.

14 BY MR. KUMP:

15 Q. Do you know?

16 A. I don't know.

17 Q. How about in connection with his dealings with
18 the press, do you know whether he made any false or
19 untrue statements to the press?

20 A. I would imagine so. But so do a lot of other
21 actors.

22 Q. And how about in connection -- do you know
23 whether or not Mr. Depp made any false or untrue
24 statements to authorities who were investigating
25 anything?

1 A. Yes.

2 Q. And what did -- what's your knowledge in that
3 regard?

4 A. Can you rephrase the question?

5 Q. Yes. To your knowledge, did Mr. Depp ever make
6 any false statements to authorities who were
7 investigating either his conduct or anything involving
8 his family?

9 A. Yes.

10 Q. And what is that?

11 A. Relates to his daughter.

12 Q. His daughter, Lily-Rose?

13 A. Yes.

14 Q. And what was the -- what was the investigation
15 about?

16 A. He was being investigated by the Department of
17 Family Services and the LAPD. I don't know what the
18 charges were specifically, but she was 15, and the
19 boyfriend, I believe, was 23, and they were living next
20 door to him in one of his condos downtown.

21 Q. And was somebody making a claim that there might
22 be a charge of statutory rape involved in the case; do
23 you know?

24 MR. CHEW: Objection to the form of the
25 question.

1 THE WITNESS: I don't know.

2 BY MR. KUMP:

3 Q. Okay. And do you have reason to believe that n
4 connection with that investigation, Mr. Depp made false
5 statements to the authorities?

6 MR. CHEW: Objection to the form of the
7 question.

8 MR. FREEDMAN: You can answer.

9 THE WITNESS: Yes.

10 BY MR. KUMP:

11 Q. And what is your knowledge based upon?

12 A. That he met with both the LAPD and the
13 Department of Family Services, and no charges were
14 filed, and I asked him afterwards. I said, it must have
15 gone pretty well, and he said, yeah. I said, well, you
16 couldn't have told them the truth. And he just smiled.

17 Q. And do you know whether or not Mr. Depp, in
18 connection with that -- those investigations, pressured
19 any of his employees or people who worked for him to
20 make false statements to the authorities?

21 A. I don't know.

22 Q. Okay. I'm going to -- and this is the last
23 thing we're going to do. I'm going to just show some of
24 your text messages that you had produced to us.

25 (Exhibit 74 marked.)

1 figure it out. Thanks, Ed, have a good time at the
2 Lakers."

3 Do you see that?

4 A. Yes.

5 Q. Did that meeting ever take place?

6 A. No.

7 Q. Did you try to make it happen?

8 A. Yes.

9 Q. And did Ed White tell you why it didn't happen?

10 A. He said Johnny didn't want it to happen.

11 Q. Okay. Did he say why Johnny didn't want it to
12 happen?

13 A. He didn't need to. Now we know why, because two
14 weeks later, he fired me.

15 Q. Right. If you go to the next page, 163, you
16 said, at the top, "No one updates me. He is supposed to
17 go to work in three weeks, and needs to do some work
18 before filming begins."

19 Ed White goes, "If I receive additional
20 information, I will share with you."

21 So do you think at this point in time, which is
22 a couple of weeks before you're terminated, do you think
23 they already knew they were going to terminate you?

24 A. Yes.

25 Q. And so they were -- they were slow-rolling you

1 or something -- whatever. You write back and said,
2 "Thanks. I got a call from Disney last week saying he
3 showed up five hours late for ADR work in London for
4 Pirates five. I really need to speak to him before he
5 starts work on this next project in Los Angeles, in LA."

6 And ADR work is what?

7 A. Looping -- I forget what it stands for, but it's
8 where you go in and record your lines for picture.

9 Q. Okay. But it's something that would need to
10 take place before the film could be released?

11 A. Of course, yes.

12 Q. And Ed White wrote back and said, "All you can
13 do is continue to reach out in a thoughtful and
14 professional manner. When feasible, I will attempt to
15 assist you."

16 What was your response -- what was your reaction
17 to that response?

18 A. I thought it was bullshit.

19 Q. Yeah. And then you wrote back and said, "I'm
20 always thoughtful and professional. You're the only one
21 I get information from. There are three international
22 commercial campaigns we have real potential for on
23 Johnny."

24 Again, you got no response; correct?

25 A. Correct.

1 anything. He asked me and I said no."

2 What is he referring to there?

3 A. He is referring to the look that he wants to do
4 in this film, as well.

5 Q. Okay. And eventually he got his way, did you
6 say?

7 A. Well, I didn't represent him by the time he shot
8 the movie, so I'm not exactly sure.

9 Q. How did that look work for him in the movie?

10 A. I don't know.

11 Q. Okay. On the next page, 180, on Tuesday, August
12 16, 2016, or the day before, you said, "Just checking
13 in. Everyone is working on all of this. It will work
14 out. Love you."

15 And then you write, "I'm really happy for you
16 that this is settled so things will be better. I know
17 it's been awful, and now you can move on. We are
18 focused on work."

19 Is that referring to his divorce; do you know?

20 A. Yes.

21 Q. And you were also trying get him -- Brett Ratner
22 told you he had some scripts that he was interested in;
23 do you recall?

24 A. Yes.

25 Q. Okay. Did anything -- did any movies come out

1 of that?

2 A. There was one movie -- this is before Brett
3 became Brett. But there was one movie that he had given
4 him that we had really liked called The Libertine. But,
5 unfortunately, it was about a relationship between a
6 diplomat in New York and his raping the maid, which was
7 based on the story of Dominique Strauss. And after what
8 happened with Amber, Johnny couldn't do the movie.

9 Q. When you say couldn't do the movie, you mean --

10 A. Excuse me.

11 Q. -- bless you.

12 A. Shouldn't do the movie.

13 Q. Okay. Was that your recommendation to him?

14 A. Yes.

15 Q. Okay. And did he agree with that?

16 A. Yes.

17 Q. Okay. And shouldn't do the movie because the
18 subject matter, obviously, would remind people of what
19 happened with Amber?

20 A. Yes.

21 MR. CHEW: Objection to the form of the
22 question.

23 BY MR. KUMP:

24 Q. On Page 182, third -- your third text down, you
25 say, "They have asked if we would reduce fee from eight

1 quote, 'One day it will make for a very funny book.'"
2 And he goes on from there -- you can read that to
3 yourself. Near the end, he says, "Looking forward to
4 selling my fucking book with my fucking words and only
5 truth. Not going to pretty up anything. Words and all
6 as they said. When will I work? Need money! X."

7 Do you see that?

8 A. Yes.

9 Q. Had you negotiated a deal for him to write a
10 book?

11 A. No.

12 Q. Do you know, had anybody else at UTA?

13 A. No.

14 Q. You wrote in response to his request for work
15 and money, "I'm working on all fronts. We will find the
16 right job. Got you a \$5 million advance in October from
17 Warner's for Fantastic Beasts. Also, Berkus and I got
18 your Disney overhead extended an additional six months
19 while we figure out if China happens. I have no
20 intention of letting you down!"

21 And what is -- what is the benefit of having his
22 back-end extended for six months?

23 A. It's not his back-end. It's his overhead that
24 supports the company, because his overhead was almost \$3
25 million a year that paid all the employees, including

1 Christi, at his company. And we went to see Alan Horn,
2 whose the chairman of Disney, and Sean Bailey, the
3 president, and essentially groveled for an additional
4 year. There was no love between Johnny and Disney,
5 given the Pirates five situation. But, for us, they
6 agreed to extend it, so he wouldn't have no deal, and no
7 way to pay his people.

8 Q. So you got an additional six months --

9 A. An additional million dollars for him to
10 continue paying his staff.

11 Q. To keep the production company alive?

12 A. Yes.

13 Q. Okay. All right. If you go to Page 187 --

14 A. Can I take a break?

15 Q. Yeah.

16 A. Sorry.

17 Q. Yes. No, no, that's fine.

18 THE VIDEOGRAPHER: The time on the monitor is
19 3:16 p.m. We are going off the record. This is the end
20 of media two in the deposition of Tracey Jacobs.

21 (Off the record.)

22 THE VIDEOGRAPHER: Good afternoon. We are back
23 on the record. The time on the video monitor is 3:31
24 p.m. This is the beginning of media three in the
25 deposition of Tracey Jacobs. Please continue.

1 State of California)

2 County of LOS ANGELES)

3

4

Deponent's Declaration

5

6

7

8

9 I, TRACEY JACOBS, do hereby certify under penalty
10 of perjury that I have read the foregoing transcript of
11 my deposition taken on May 30, 2018; that I have made
12 such corrections as appear noted on the Deposition
13 Errata Page, attached hereto, signed by me; that my
14 testimony as contained herein, as corrected, is true and
15 correct.

16

17 Dated this _____ day of _____, 2018, at
18 _____, California.

19

20

21

22

TRACEY JACOBS

23

24

25

1 State of California)
2 County of LOS ANGELES)
3

4 I, Kathy Mannlein, Certified Shorthand Reporter,
5 do hereby certify:

6 That prior to being examined, the witness in the
7 foregoing proceeding was by me duly sworn to testify to
8 the truth, the whole truth, and nothing but the truth;

9 That said proceedings were taken before me at the
10 time and place therein set forth and were taken down by
11 me in shorthand and thereafter transcribed into
12 typewriting under my direction and supervision;

13 I further certify that I am neither counsel for,
14 nor related to, any parties to said proceedings, nor in
15 anywise interested in the outcome thereof.

16 In witness whereof, I have hereunto subscribed my
17 name.

18
19 Dated: June [REDACTED]
20
21

Kathy Mannlein
CSR No. 13153

22
23
24
25

ATTACHMENT 6*

*Attachment 6 was designated as Confidential in a previous litigation but not in this litigation, as it does not meet the qualifications under the Protective Order in this case.

From: Tracey Jacobs [/O=UTAORG/OU=UTABH/CN=RECIPIENTS/CN=JACOBST]
Sent: Saturday, November 15, 2014 12:20:08 PM
To: 'cd@infinitum-nihil.com'
Subject: Fw: Watch Johnny Depp's Bizarre Hollywood Film Awards Speech That Set Social Media Abuzz (Video)

From: TheWrap [mailto:no-reply@thewrap.com]
Sent: Saturday, November 15, 2014 12:17 PM
To: Tracey Jacobs
Subject: Watch Johnny Depp's Bizarre Hollywood Film Awards Speech That Set Social Media Abuzz (Video)



November 15,
2014 | 12:15 PM

Fans wonder if "Pirates of the Caribbean" actor
had tapped into Captain Jack's rum stash
before taking the stage at CBS-televised event

Full story at **TheWrap**



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888 7th Ave 9th Floor New York, NY 10102 (DCA-2011819)

EXHIBIT 70
WITNESS Tracey Jacobs
DATE 5/30/18
KATHY MANNLEIN CSR

CONFIDENTIAL

UTA 017041

DEPP00019233 ^{TLO}

From: Tracey Jacobs [/O=UTAORG/OU=UTABH/CN=RECIPIENTS/CN=JACOBST]
Sent: Thursday, February 26, 2015 4:21:04 PM
To: 'cd@infinitum-nihil.com'
Subject: Re: P 5

He just called me from australia. He's on set. Sean called me from la. X

----- Original Message -----

From: cd@infinitum-nihil.com [mailto:cd@infinitum-nihil.com]
Sent: Thursday, February 26, 2015 04:18 PM
To: Tracey Jacobs
Subject: Re: P 5

Sam was just in LA

Typos could be me but blaming my phone...sorry!

> On Feb 26, 2015, at 4:08 PM, Tracey Jacobs <JacobsT@unitedtalent.com> wrote:
>
> Sam is in australia and reporting all this.

> ----- Original Message -----

> From: Tracey Jacobs
> Sent: Thursday, February 26, 2015 04:07 PM
> To: 'cd@infinitum-nihil.com' <cd@infinitum-nihil.com>
> Subject: Re: P 5

> Stephen or nathan or you? Sam dickerman also just called me. He said he "hoped this was a wake-up call.". They say he's great but you know the problem. Xxx

> ----- Original Message -----

> From: cd@infinitum-nihil.com [mailto:cd@infinitum-nihil.com]
> Sent: Thursday, February 26, 2015 04:03 PM
> To: Tracey Jacobs
> Subject: Re: P 5

> Anyone as in who? Jerry did last week when he was super late.
> He himself said he needs to get turned around.

> Typos could be me but blaming my phone...sorry!

>> On Feb 26, 2015, at 4:01 PM, Tracey Jacobs <JacobsT@unitedtalent.com> wrote:

>> It will get ugly if the lateness doesn't change. Has anyone spoken to him? Xxx

>> ----- Original Message -----

>> From: cd@infinitum-nihil.com [mailto:cd@infinitum-nihil.com]
>> Sent: Thursday, February 26, 2015 04:00 PM
>> To: Tracey Jacobs
>> Subject: Re: P 5

>> Not that I know of.

>> Typos could be me but blaming my phone...sorry!

EXHIBIT 71
WITNESS Tracey Jacobs
DATE 5/20/19
KATHY MANNLEIN CSR

CONFIDENTIAL

UTA 017902

DEPP00019234

>>
>>> On Feb 26, 2015, at 3:57 PM, Tracey Jacobs <JacobsT@unitedtalent.com> wrote:
>>>
>>> Sean bailey did call me. There were 300 extras yesterday. Disney is going to give him 2 days ish to correct the lateness and then there will be a problem. Was he with the foo fighters last night? Xxx
>>>

>>> NOTE: This message contains information which may be confidential and/or privileged. It is intended solely for the addressee. If you are not the intended recipient, you may not use, copy, distribute, or disclose any information contained in the message. If you have received this transmission in error, please notify the sender by reply e-mail and delete this message. Please note, all rights of concurrent review and comment are hereby reserved. Thank you.
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>>> 888 7th Ave 9th Floor New York, NY 10102 (DCA-2011819)
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From: Tracey Jacobs [/O=UTAORG/OU=UTABH/CN=RECIPIENTS/CN=JACOBST]
Sent: Friday, February 27, 2015 12:56:56 PM
To: 'cd@infinitem-nihil.com'
Subject: Re: Johnny / PS

Ok xoxo

From: cd@infinitem-nihil.com [mailto:cd@infinitem-nihil.com]
Sent: Friday, February 27, 2015 12:50 PM
To: Tracey Jacobs
Subject: Re: Johnny / PS

The everyday timeframe seems to grow. He told me 1 to 1-1/2 hrs but not two. Yes he was 2-1/2 hours late one day and this recently.

I know all of it and what he needs to do. I think he knows also. Working on how to get him there but I don't know what to tell you to do to help. I know you could call or email or go thru the guys but not sure how that would go over if it's just telling him what he needs to do to be better. That's not always helpful with all people to be honest.

I can't talk right now nor do I want to relish it all. Perhaps I will get thoughts together in a better way and call you later but I don't want to just talk about what we already know over and over. Sorry. I will find a way to call Sean a bit later for sure. I get it.

Xoxoxo

Typos could be me but blaming my phone...sorry!

On Feb 27, 2015, at 12:40 PM, Tracey Jacobs <JacobsT@unitedtalent.com> wrote:

Jerry said he's been late every day at least 2 hours. He also referenced his lateness on Alice 2 and Mordechai, which clearly is out there. Is there anything I can do? Jerry is very positive about his work, as is the studio but the lateness is undermining all of this. Jerry also referenced the weight which he said is noticeable.

I also asked Jerry why he isn't there, but he isn't. So the next people who will be talking to him will be Disney and/or the directors. Call me when you can speak. x

From: cd@infinitem-nihil.com [mailto:cd@infinitem-nihil.com]
Sent: Friday, February 27, 2015 12:34 PM
To: Tracey Jacobs
Subject: Re: Johnny / PS

I will see what we can do to make sure he knows and understands. I know he felt bad about the other day so he was mindful of needing to get turned around.

What kind of problems could it be?

Typos could be me but blaming my phone...sorry!

On Feb 27, 2015, at 12:31 PM, Tracey Jacobs <JacobsT@unitedtalent.com> wrote:

Bruckheimer just called me and said if he's not on time Monday, we have a real problem. I don't know what to do. Jerry isn't there on location so I don't know who will be speaking to him.

From: cd@infinitem-nihil.com [mailto:cd@infinitem-nihil.com]
Sent: Friday, February 27, 2015 11:54 AM
To: Tracey Jacobs
Subject: Re: Johnny / PS

Yeah. I will call him.

Typos could be me but blaming my phone...sorry!

On Feb 27, 2015, at 11:41 AM, Tracey Jacobs <JacobsT@unitedtalent.com> wrote:

From: Bailey, Sean [mailto:Sean.Bailey@disney.com]
Sent: Friday, February 27, 2015 11:22 AM
To: Tracey Jacobs
Subject: Johnny / PS

8 hours late yesterday. We're a day behind on our schedule. I've he for Christi. The

NOTE: This message contains information which may be confidential and/or privileged. It is intended solely for the addressee. If you are not the intended recipient, you may not use, copy, distribute, or disclose any information contained in the message. If you have received this transmission in error, please notify the sender by reply e-mail and delete this message. Please note, all rights of concurrent review and comment are hereby reserved. Thank you.

United Talent Agency
9336 Civic Center Dr. Beverly Hills, CA 90210 (TA-56599-1)
888 7th Ave 9th Floor New York, NY 10102 (DCA-2011819)

This electronic message transmission, which includes this email message and any attachments, is confidential, for the sole use of the intended recipients and may contain CONFIDENTIAL

EXHIBIT 712
WITNESS Tracy Jacobs
DATE 5/30/18
KATHY MANNLEIN CSR

CONFIDENTIAL

UTA 017910

DEPP00019237

ATTACHMENT 7

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

JOHN C. DEPP, II

Plaintiff,

v.

AMBER LAURA HEARD,

Defendant.

Civil Action No.: CL-2019-0002911

**PLAINTIFF JOHN C. DEPP, II'S THIRD SUPPLEMENTAL RESPONSES AND
OBJECTIONS TO DEFENDANT AMBER LAURA HEARD'S
FIRST SET OF INTERROGATORIES**

Pursuant to Rule 4:8 of the Rules of the Supreme Court of Virginia, Plaintiff John C. Depp, II ("Plaintiff" and/or "Mr. Depp"), by and through his undersigned counsel, hereby provides supplemental responses and objects to certain requests of Defendant Amber Laura Heard's ("Defendant" and/or "Ms. Heard") First Set of Interrogatories (each, an "Interrogatory" and collectively, the "Interrogatories"), dated October 7, 2019 and served in the above captioned action ("Action") as follows:

GENERAL OBJECTIONS

1. Plaintiff incorporates by reference as if fully set forth herein the General Objections contained in the Responses and Objections to Defendant's First Set of Interrogatories, dated October 28, 2019.

OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS

1. Plaintiff incorporates by reference as if fully set forth herein the Objections to Instructions and Definitions contained in the Responses and Objections to Defendant's First Set of Interrogatories, dated October 28, 2019.

INTERROGATORIES

1. Identify each person having any knowledge or information about any of the claims or defenses in this case, including but not limited to Your (a) substance abuse, (b) damage of property, (c) acts of violence, (d) abuse in any form of any Romantic Partner, and (e) relationship with Ms. Heard. The answer to this Interrogatory should include contact information, to the extent known, for the following: Alejandro Romero, Ben King, Bobby de Leon, Brandon Patterson, Bruce Witkin, Christi Dembrowski, C.J. Roberts, Dr. Connell Cowan, Cornelius Harrell, Dr. David Kipper, Debbie Lloyd, Erin Boerum (Falati), Isaac Baruch, Joel Mandel, Kevin Murphy, Jerry Judge, Josh Drew, Keenan Wyatt, Laura Divenere, Lisa Beane, Malcolm Connolly, Melissa Saenz, Nathan Holmes, Samantha McMillan, Sam Sarkar, Sean Bett, Stephen Deuters, Tara Roberts, Todd Norman, Trinity Esparza, Trudy Salven, Tyler Hadden.

SUPPLEMENTAL RESPONSE:

Plaintiff repeats and incorporates by this reference the above-stated General Objections and Objections to Definitions and Instructions and specific objections as though set forth in full.

Subject to and without waiving the foregoing objections, Plaintiff identifies the following individual with knowledge of the claims or defenses in this case:

No.	Person	Contact Information	Deposed or Deposition Noticed
1.	Dr. Laurel Anderson	10921 Wilshire Blvd. #1101 Los Angeles, CA 90024	
2.	Dr. Amy Banks	114 Waltham Street, Suite #17, Lexington MA 02421	
3.	Ellen Barkin	c/o Jacob Buchdahl, Susman Godfrey, 1301 Avenue of the Americans, 32nd	Yes

No.	Person	Contact Information	Deposed or Deposition Noticed
		Floor, New York, NY 10019	
4.	Isaac Baruch	1472 N. Sweetzer Ave., West Hollywood, CA 90069; 323-445-2400 Isaacbaruch@hotmail.com	Yes
5.	Robin Baum	c/o Stalwart Law Group, 1100 Glendon Ave., Suite 2300, Los Angeles, CA 90024	Yes
6.	Lisa Beane	Pfarrergasse 2, Regensburg, German 90407	Yes
7.	Blair Berk	Tarlow & Berk, 9119 Sunset Blvd, West Hollywood, CA 90069; 310-278-2111	
8.	Paul Bettany	140 Columbia Heights, Brooklyn, NY 11201	
9.	Jacob Bloom	150 S. Rodeo Dr., Third Floor, Beverly Hills, CA 90212	
10.	Natasha Brooks	3278 Wilshire Blvd., Los Angeles, CA 90010	
11.	Bianca Butti	Unknown	
12.	Christian Carino	c/o Erika Schreiber, Esq., 405 Lexington Ave, 21st Floor, New York, NY 10174	Yes

No.	Person	Contact Information	Deposed or Deposition Noticed
13.	Malcolm Connolly	310-890-7867; c/o Malcolm Connolly Security, 46-54 High Street, Ingatestone CM49DW	
14.	Dr. Connell Cowan	323-363-8454, 15355 Mulholland Dr., Los Angeles, CA 90077	
15.	Amanda de Cadenet	917-913-8194; c/o The Maritime Hotel, 363 W. 16 th Street, New York, NY 10011	
16.	Elisa "Christi" Dembrowski	c/o Dylan Ruga, Stalwart Law Group, 1100 Glendon Ave., 17th Floor Los Angeles, CA 90024, 310-954-2000	Yes
17.	Debbie Depp	859-475-7997	
18.	Laura Divenere	323-401-0427; c/o Lee A. Sherman, Esq. 2601 Main Street, Suite 900, Irvine, CA 92614	Yes
19.	Mick Doohan	61-418-759-945	
20.	Josh Drew	707-287-0092; 530 S. Hewitt St., Unit 436, Los Angeles, CA 90013	Yes
21.	Kelly Sue Eder	714-261-1403	
22.	Trinity Esparza	849 S. Broadway, Los Angeles, CA 90014	Yes
23.	Erin Boerum Falati	323-821-2795; 585 1/2 Washington	

No.	Person	Contact Information	Deposed or Deposition Noticed
		Blvd., Marina Del Rey, CA 90292	
24.	James Franco	818-934-2536; Francojames7@gmail.com	
25.	Hector Galindo	Macias Gini & O'Connell, LLP, 2029 Century Park East #1500, Los Angeles, CA 90067; 310-746-2122; hgalindo@mgocpa.com	
26.	Eric George	2121 Avenue of the Stars, Suite 2800, Los Angeles, CA 90067	Yes
27.	Jodi Gottlieb	323-384-5517; 517 N. Arden Blvd., Los Angeles, CA 90004	
28.	Tyler Hadden	c/o LAPD Central Division, 251 E. 6th St., Los Angeles, CA 90014	Yes
29.	Cornelius Harrell	849 S. Broadway, Los Angeles, CA 90014; 1420 Seward St. Apt 2, Hollywood, CA 90028-7847	Yes
30.	David Heard	512-914-4247	
31.	Paige Heard	Deceased	
32.	Whitney Henriquez	310-849-0982	
33.	Nathan Holmes	310-729-8326	
34.	Jennifer Howell	c/o Richard A. Spehr, Mayer Brown LLP, 1221 Avenue of the Americas,	Yes

No.	Person	Contact Information	Deposed or Deposition Noticed
		New York, NY 10020; 212-506-2500; rspehr@mayerbrown.com	
35.	Melanie Inglessis	917-291-1714; 344 Stowe Terrace, Los Angeles, CA 90042	Yes
36.	Dr. Bonnie Jacobs	drbajacobs@yahoo.com	
37.	Tracey Jacobs	c/o David M. Marmorstein, Esq., 1901 Avenue of the Stars, Suite 500, Los Angeles, CA 90067	Yes
38.	Kate James	1138 N Poinsettia Place, W Hollywood, Los Angeles, CA; 310-621-7605 K8james@mac.com K8james@earthlink.net	
39.	Starling Jenkins	starlingjenkins@gmail.com	
40.	Jerry Judge	Deceased	
41.	Ben King	Riverwalk, Apartment W308, 161 Millbank, London SW1P 4FA	
42.	Dr. David Kipper	424-333-6767; 153 S. Lasky Dr. #3, Beverly Hills, CA 90212 c/o John Harwell; 310-546-7078, jdh@harwellapc.com	Yes
43.	Samantha Klein	Wasser, Cooperman & Mandles, PC, 2049 Century Park East, Suite 800, Los	

No.	Person	Contact Information	Deposed or Deposition Noticed
		Angeles, CA 90067	
44.	Jessica Kovacevic	William Morris Endeavor, 9601 Wilshire Blvd, Beverly Hills, California, 90210; 310-285-9000	
45.	Debbie Lloyd	310-403-7681; 71 Tempe Trail, Palm Desert, CA 92211; c/o Dylan Ruga 1100 Glendon Ave. 17th Floor, Los Angeles, CA 90024	Yes
46.	Elizabeth Marz	646-620-7452; 7618 Norton Ave., Apt. 2, West Hollywood, CA 90046	Yes
47.	Joel Mandel	c/o Michael Kump and Suann MacIsaac, Kinsella Weitzman Iser Kump & Aldisert LLP, 808 Wilshire Blvd., Santa Monica, CA 90401, 310- 566-9800	Yes
48.	Brandon McCulloch	310-933-7150	
49.	Samantha McMillen	310-386-1613 Samantha@samanthamcmillen.com saintsandcharms@me.com	
50.	Savannah McMillan	912-344-6015 saintsandcharms@me.com	
51.	Travis McGivern	321 N. Pass Ave. Suite 123 Burbank,	

No.	Person	Contact Information	Deposed or Deposition Noticed
		CA 91501	
52.	Michele Mulrooney	2049 Century Park East, Suite 2300, Los Angeles, CA 90067	Yes
53.	Kevin Murphy	847-912-7999; 530 S. Hewitt St., Unit 436, Los Angeles, CA 90013	
54.	Joanne Murray aka JK Rowling	jo@quenzle.com	
55.	Elon Musk	310-709-9497, 10911 Chalon Rd. Los Angeles, CA 90077	
56.	Brandon Patterson	849 S. Broadway, Los Angeles, CA 90014	Yes
57.	Raquel Pennington	512-426-6267; c/o Lee Brenner, Esq. 2049 Century Park East, Suite 2300, Los Angeles, CA 90067	Yes
58.	Tara Roberts	Little Halls Pond Cay, Exuma, Bahamas; Tara@lhpcay.com	
59.	Alejandro Romero	849 S. Broadway, Los Angeles, CA 90014	Yes
60.	Anthony Romero	arp@ucla.org	
61.	Melissa Saenz	c/o LAPD Central Division, 251 E. 6th St., Los Angeles, CA 90014	Yes
62.	Trudy Salven	26820 Marina Point Ln., Santa Clarita,	

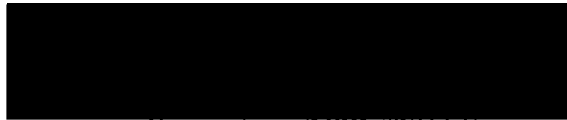
No.	Person	Contact Information	Deposed or Deposition Noticed
		CA 91355 ; 661-297-3105	
63.	Kristina Sexton	626-755-4416; 30 Tiger Dr., Arundel, Queensland, Australia, 4214	Yes
64.	Robin Shulman	rshulman@aclu.org	
65.	Martin D. Singer	Lavelly & Singer, 2049 Century Park East, Suite 2400, Los Angeles, CA 90067-2906, 310-556-3501	
66.	Samantha Spector	Spector Law, 1901 Avenue of the Stars, Suite 1020, Los Angeles, CA 90067; 424-313-7500	
67.	Monroe Tinker	153 S Lasky Dr # 3, Beverly Hills, CA 90212; 310-275-5206	
68.	Tasya van Ree	323-707-7343	
69.	Adam Waldman	5163 Tilden Street NW, Washington, DC 20016	
70.	Laura Wasser	2049 Century Park East, Suite 800 Los Angeles, CA 90067, 310-277-7117	Yes
71.	Wasser, Cooperman & Mandles, P.C.	2049 Century Park East, Suite 800 Los Angeles, CA 90067, 310-277-7117	Yes
72.	Jessica Weitz	646-319-5363; jweitz@aclu.org	
73.	Jack Whigham	c/o Erika Schreiber, Esq., 405 Lexington Ave. 21st Floor, New York,	Yes

No.	Person	Contact Information	Deposed or Deposition Noticed
		NY 10174	
74.	Edward White	21700 Oxnard Street, Suite 400, Woodland Hills, CA 91367	Yes
75.	Bruce Witkin	323-823-1986	
76.	iO Tillett Wright	646-644-6847	
77.	Sean Bett	Contact through Plaintiff's counsel.	Yes
78.	Bobby de Leon	Infinitum Nihil, 1472 N. Sweetzer Ave., Los Angeles, CA 90069	
79.	Gina Deuters	Contact through Plaintiff's counsel.	
80.	Stephen Deuters	Contact through Plaintiff's counsel.	Yes
81.	Todd Norman	Infinitum Nihil, 1472 N. Sweetzer Ave., Los Angeles, CA 90069	
82.	Sam Sarkar	Infinitum Nihil, 1472 N. Sweetzer Ave., Los Angeles, CA 90069	
83.	Doug Stanhope	310-948-2600	
84.	Dina Waxman	323-960-2077	
85.	Andy	1472 N. Sweetzer Ave., Los Angeles, CA 90069; 310-844-8881; 310-414-9314	
86.	Russell	+44 07900571647	
87.	Keenan Wyatt	310-748-0448; keenwyatt@aol.com	
88.	Jacklyn Kelsey	Tourjet	

No.	Person	Contact Information	Deposed or Deposition Noticed
89.	Cameron Dumas	Tourjet	

Dated: February 22, 2021

Respectfully submitted,



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Counsel for Plaintiff John C. Depp, II

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of February 2021, I caused copies of the foregoing to be served via email (per written agreement between the Parties) on the following:

J. Benjamin Rottenborn (VSB No. 84796)
Joshua R. Treece (VSB No. 79149)
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Elaine Charlson Bredehoft (VSB No. 23766)
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Counsel for Defendant Amber Laura Heard


Benjamin G. Chew

ATTACHMENT 8

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VIRGINIA:

IN THE CIRCUIT COURT FOR FAIRFAX COUNTY

-----x

JOHN C. DEPP, II, :

 Plaintiff, :

 v. : Civil Action No.

AMBER LAURA HEARD, : CL-2019-0002911

 Defendant. :

-----x

Videotaped Deposition of

 DAVID KIPPER, M.D.

 Conducted Virtually

 Monday, February 22, 2021

 12:07 p.m. EST

Job No.: 348206

Pages: 1 - 273

Reported By: Paul P. Smakula

1 [REDACTED] 16:12:50
2 [REDACTED] 16:12:52
3 MR. NADLEHAFT: Okay. Can you, Alex, put 16:12:53
4 up Kipper 28. 16:12:56
5 (KIPPER Deposition Exhibit 28 marked for 16:13:03
6 identification and attached to the transcript.) 16:13:13
7 THE VIDEOGRAPHER: You got five more 16:13:13
8 minutes. 16:13:14
9 MR. NADLEHAFT: Okay. Until the tape run 16:13:15
10 out; right? 16:13:17
11 THE VIDEOGRAPHER: Yes. 16:13:20
12 Q Dr. Kipper, Kipper 28 are invoices that 16:13:21
13 you produced from February 2015 through -- from 16:13:25
14 February 20 -- February 6, 2015, to 16:13:32
15 February 1st, 2020. Do you recall producing these 16:13:34
16 documents? 16:13:39
17 A No. 16:13:39
18 Q No? 16:13:39
19 A Those would've come from my accountant's 16:13:40
20 office. 16:13:43
21 Q Okay. All right. 16:13:43
22 MR. HARWELL: Mr. Nadlehaft, sorry, the 16:13:47

1 accountant's office provided them to me. I 16:13:50
2 redacted them and provided them to you. 16:13:53
3 MR. NADLEHAFT: Okay. Fair enough. 16:13:55
4 Q So I guess you don't know, they start on 16:14:01
5 February 6th, 2015, there would have been invoices 16:14:04
6 for 2014 too; correct? 16:14:07
7 A I don't know. 16:14:11
8 Q Okay. 16:14:11
9 A I honestly don't know. 16:14:13
10 Q And do you review the invoices? 16:14:14
11 A No. 16:14:17
12 Q Okay. Do you review -- do you review any 16:14:17
13 descriptions, like what's here, nurse supervision? 16:14:32
14 A Do I review those, no. I know that when 16:14:35
15 we set up these billings, there are nursing 16:14:38
16 services and there are medical -- my professional 16:14:42
17 services. So those nursing -- those nursing fees 16:14:44
18 are submitted directly to -- from our office, but 16:14:47
19 our -- we receive them from the nurses, they are 16:14:58
20 then sent to the accountants. 16:15:00
21 Q Okay. Are you still working for Mr. Depp? 16:15:02
22 A Yes. 16:15:03

1	Q Okay. And so at the bottom here there's a	16:15:04
2	lot that just say case management fee. Do you	16:15:11
3	know what that refers to as opposed to nursing	16:15:13
4	services and doctor services?	16:15:16
5	A That's -- that's a retainer fee that I	16:15:18
6	have with him on a monthly basis.	16:15:22
7	MR. NADLEHAFT: Okay. Why don't we let	16:15:25
8	the tape change, and then I just have a couple	16:15:26
9	more questions.	16:15:31
10	THE VIDEOGRAPHER: Off the record at 4:15.	16:15:32
11	(Off the record from 4:15 p.m. to	16:15:40
12	4:16 p.m.)	16:16:26
13	THE VIDEOGRAPHER: Back on the record at	16:16:26
14	4:16.	16:16:29
15	MR. NADLEHAFT: Can you put up Kipper 29.	16:16:33
16	(KIPPER Deposition Exhibit 29 marked for	16:16:37
17	identification and attached to the transcript.)	16:16:54
18	Q Now, Dr. Kipper we received invoices for	16:16:54
19	you from Mr. Depp from Fireman's Insurance Fund	16:16:56
20	for 2014. Does this look like an invoice from	16:17:00
21	your office to Mr. Depp?	16:17:06
22	A It does.	16:17:07

1 Q Okay. And this is for July 14th, 2014. 16:17:07
2 Are -- those amounts seem accurate? 16:17:15
3 MR. HARWELL: You have no idea how much I 16:17:19
4 object to the production of this document as 16:17:21
5 violating Dr. Kipper's rights of the California 16:17:26
6 Constitution, Article I, Section I, the right of 16:17:28
7 privacy of financial information. And there is 16:17:28
8 simply no way we're answering any questions about 16:17:30
9 any of the financial matters. And I instruct him 16:17:32
10 not to answer. 16:17:34
11 MR. NADLEHAFT: Okay. 16:17:35
12 MR. HARWELL: And I'm going to make a 16:17:39
13 request that this document be redacted in order to 16:17:41
14 comply with California law as I have objected to 16:17:44
15 the production of any documents that contain any 16:17:46
16 financial information, and the fact that this has 16:17:48
17 been obtained by you does not mean that the 16:17:53
18 document should ever become something that can be 16:17:54
19 made a part of any public record. 16:17:58
20 MR. NADLEHAFT: This doesn't need to be 16:18:00
21 made part of a public record. We can take -- I 16:18:02
22 take note of your objection, I disagree with it, 16:18:05

1 but --

16:18:08

2 Q Dr. Kipper, you've already testified that
3 these are invoices to Mr. Depp; correct?

16:18:09

16:18:11

4 A I've testified that these are invoices.
5 This is something generated from my accountant,
6 yes.

16:18:18

16:18:21

16:18:24

7 Q And over your time with Mr. Depp, how much
8 have you charged Mr. Depp?

16:18:24

16:18:28

9 MR. HARWELL: Objection. Instruct not to
10 answer. Section I, Article I, State California
11 Constitution.

16:18:29

16:18:32

16:18:37

12 MR. NADLEHAFT: Note your objection.

16:18:37

13 Q Have you spoken to Mr. Depp's legal
14 counsel since the beginning of this year?

16:18:38

16:18:43

15 A Yes.

16:18:49

16 Q Who have you spoken to?

16:18:49

17 A I've spoken to Camille on two occasions.

16:18:50

18 Q Anybody else?

16:18:56

19 A No.

16:18:58

20 Q What did you speak to Camille about?

16:18:59

21 A About the deposition.

16:19:03

22 MR. HARWELL: Dr. Kipper, I think you're

16:19:06

1 CERTIFICATE OF SHORTHAND REPORTER-NOTARY PUBLIC

2 I, PAUL P. SMAKULA, the officer before whom
3 the foregoing deposition was taken, do hereby
4 certify that the foregoing transcript is a true
5 and correct record of the testimony given; that
6 said testimony was taken by me stenographically
7 and thereafter reduced to typewriting under my
8 direction; that reading and signing was requested;
9 and that I am neither counsel for, related to, nor
10 employed by any of the parties to this case and
11 have no interest, financial or otherwise, in its
12 outcome.

13
14 IN WITNESS WHEREOF, I have hereunto set my hand
15 and affixed my notarial seal this 1st day of
16 March, 2021.

17
18 My commission expires: June 18, 2023.

19
20  

21 NOTARY PUBLIC IN AND FOR
22 THE STATE OF MARYLAND

ATTACHMENT 9

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V I R G I N I A:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

- - - - -x

JOHNNY C. DEPP, II, :

Plaintiff, :

v. : Case No. CL-2019-0002911

AMBER LAURA HEARD, :

Defendant. :

- - - - -x

HEARING

BEFORE THE HONORABLE BRUCE D. WHITE

Conducted Virtually

Friday, July 24, 2020

12:37 p.m. EST

Job No.: 307392

Pages: 1 - 35

Reported By: Victoria Lynn Wilson, RMR, CRR

1 be helpful in this case.

2 And his outflow, what his expenses are and
3 whether he spends more money than he makes, I
4 don't find that to be relevant, and I think that's
5 overbroad, as well.

6 The limiting of interrogatory number 1 to
7 from 2012 on I think eliminates the real issues
8 that I have with that.

9 The communications to and from Mr. Depp
10 regarding violence against women, I don't find
11 that that is something that is discoverable or
12 would be appropriate for a discovery order here.
13 So, the objection to that is sustained.

14 So, there's really not a whole lot new
15 that I'm making any ruling on today, really.

16 As to all transactions with people, I
17 think that's overly broad.

18 The transactions where they might be
19 receiving money, that would be appropriate, I
20 think, if they're going to be potential witnesses
21 and they're being paid or they have a source of
22 income.

Deposition of Hearing
Conducted on July 24, 2020

35

1 CERTIFICATE OF SHORTHAND REPORTER-E-NOTARY PUBLIC

2 I, Victoria Lynn Wilson, the officer
3 before whom the foregoing proceedings were taken,
4 do hereby certify that the foregoing transcript is
5 a true and correct record of the proceedings; that
6 said proceedings were taken by me stenographically
7 and thereafter reduced to typewriting under my
8 direction; and that I am neither counsel for,
9 related to, nor employed by any of the parties to
10 this case and have no interest, financial or
11 otherwise, in its outcome.

12 IN WITNESS WHEREOF, I have hereunto set my
13 hand and affixed my notarial seal this 25th day of
14 July 2020.

15 My commission expires May 31, 2023.

16

17

18

19 VICTORIA LYNN WILSON

20 E-NOTARY PUBLIC IN AND FOR

21 THE COMMONWEALTH OF VIRGINIA

22

ATTACHMENT 10

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V I R G I N I A:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

----- x
JOHN C. DEPP, II, :
Plaintiff, :
v. : Case No.
AMBER LAURA HEARD, : CL-2019-0002911
Defendant. :

----- x
Continued Videotaped Deposition of JOHN C. DEPP, II

Reston, Virginia

Thursday, November 12, 2020

9:46 a.m.

Volume 3

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER

Job No. 328740

Pages 572 - 855

Reported by: Karen Young

1	MS. CHARLSON BREDEHOFT: Attorney-client	10:34:10
2	privilege.	10:34:11
3	MR. CHEW: Attorney-client privilege.	10:34:11
4	BY MS. CHARLSON BREDEHOFT:	10:34:12
5	Q And Mr. Depp, you are following your	10:34:12
6	counsel's instructions with respect to all of that,	10:34:13
7	correct?	10:34:15
8	A Yes, ma'am. Thank you.	10:34:16
9	Q Okay. Do you have a social media team?	10:34:17
10	A No, I have a -- social media's something	10:34:32
11	I've never -- I've never participated in. It	10:34:38
12	wasn't until the Covid pandemic started to hit and	10:34:44
13	then people were stuck in isolation that I -- that	10:34:50
14	I thought if there was ever a time to open an	10:34:57
15	account like an Instagram account to be able to	10:35:02
16	talk directly to the people to try to lighten at	10:35:06
17	least their moment with a couple of posts, this or	10:35:14
18	that, thanking them for various things, that's the	10:35:18
19	first time I've ever had any kind of social --	10:35:22
20	social media experience, and to be honest, I don't	10:35:27
21	have a team. I have -- there's a woman friend of	10:35:32
22	mine's misses who runs it for me. I myself don't	10:35:38

1 even know how -- I don't see it, I don't know how 10:35:46
2 to log into it. I don't -- I'm not particularly 10:35:50
3 tech savvy, so -- 10:35:53
4 Q I'm going to back up for a minute. I 10:35:56
5 forgot to ask one more series on that set of the -- 10:35:58
6 MR. CHEW: Okay. 10:36:01
7 BY MS. CHARLSON BREDEHOFT: 10:36:02
8 Q -- counterclaims, and my apologies for 10:36:02
9 the inconvenience. 10:36:06
10 A Sure thing. 10:36:07
11 Q With respect to each of the quotes that I 10:36:07
12 just gave, and to make it easier, beginning with 10:36:09
13 the April 12, 2019 statement to page 6, for each of 10:36:39
14 those statements, do you adopt those statements or 10:36:46
15 have you adopted those statements that Mr. Waldman 10:36:51
16 made? 10:36:55
17 MR. CHEW: I'm going to instruct him not 10:36:55
18 to answer based on attorney-client privilege as to 10:36:57
19 each of the statements that Mr. Waldman made. 10:37:00
20 That's excluding the GQ statement, which I 10:37:02
21 believe's the first one in -- 10:37:05
22 MS. CHARLSON BREDEHOFT: Correct. 10:37:06

1 at my mother lying in a hospital bed as if she were 11:12:20
2 on a deli platter. So things were somewhat 11:12:25
3 difficult in my -- 11:12:29
4 Q Do you have a recollection of speaking 11:12:30
5 with Ms. Wasser before your mom died? 11:12:32
6 A I can't say. I don't know. 11:12:35
7 Q Okay. You started to talk about having a 11:12:39
8 person after Covid-19 who did some postings for you 11:12:50
9 I think or -- when I asked questions about social 11:12:57
10 media. 11:13:01
11 A Yes. 11:13:02
12 Q Do you still have that person? Is that 11:13:02
13 person still working for you? 11:13:04
14 A She doesn't work for me. She's a -- 11:13:05
15 she's the wife of a friend of mine, a dear friend 11:13:09
16 of mine. 11:13:13
17 Q Is this Gina Deuters? 11:13:14
18 A It is indeed, yes. 11:13:16
19 Q Have you paid Gina Deuters to perform any 11:13:17
20 services for you relating to social media? 11:13:21
21 A No, ma'am. 11:13:23
22 Q She's just doing this because -- 11:13:24

1 A She's a friend. 11:13:27

2 Q As a friend and because Mr. Deuters is 11:13:28
3 your partner and works with you. 11:13:31

4 MR. CHEW: Objection, form of the 11:13:33
5 question, argumentative, but you may answer. 11:13:34

6 BY MS. CHARLSON BREDEHOFT: 11:13:38

7 Q She's married to Stephen Deuters, right? 11:13:38

8 A Right, but the way you're turning it, you 11:13:41
9 want to make it sound like it's an obligation that 11:13:44
10 she must do it. She offered to do it as my friend. 11:13:47

11 She has not asked for money. Mr. Deuters didn't 11:13:51
12 come to me and say hey, can you give my wife a gig. 11:13:54

13 It was actually quite a sweet -- sweet thing -- 11:13:58
14 sweet offer because I don't know how to do that 11:14:05
15 stuff. I don't know how to get on to that. 11:14:07

16 Q What exactly did Gina Deuters offer to 11:14:09
17 do? 11:14:12

18 A Whenever I wanted something posted, all I 11:14:12
19 have to do is create the content, and then she can 11:14:20
20 -- she knows how to get on to the Instagram 11:14:28
21 account, which I don't, and then she can post it. 11:14:33
22 So she will post whatever content I would like to 11:14:36

1 give to the people.

11:14:41

2 Q So did Gina Deuters actually create your
3 Instagram account too for you?

11:14:42

11:14:47

4 A No, she did not.

11:14:49

5 Q Who did?

11:14:51

6 A I don't -- I don't even know. It was
7 just sort of a request to the various -- you know,
8 various partners in my work and, you know, beyond
9 -- from Deuters to others, I don't know who
10 actually set up the account and did all the work to
11 do that, but it was something that I thought was
12 important at the time of Covid, to be able to send
13 messages to people's homes who have been, you know,
14 in isolation for months already.

11:14:52

11:14:56

11:15:01

11:15:07

11:15:14

11:15:18

11:15:22

11:15:27

11:15:34

15 Q So sometimes after -- sometime after
16 Covid started is when you first asked to have an
17 Instagram account?

11:15:36

11:15:39

11:15:44

18 A That's the only time I thought it was
19 ever a necessary tool.

11:15:45

11:15:47

20 Q So you didn't have one before Covid?

11:15:52

21 A No, never.

11:15:54

22 Q And when we're talking about Covid,

11:15:55

1 approximately when did you start the Instagram

11:15:57

2 account?

11:16:01

3 A Oh, I'm going to say it's March. I had
4 just made it out of London before the shut-down and
5 got back to the south of France just in time.

11:16:01

11:16:04

11:16:10

6 Q Okay. And who did you tell to create
7 this? You said you got various partners, you
8 requested various partners.

11:16:14

11:16:20

11:16:23

9 A Well, it's sort of -- you know, it's kind
10 of if you're sitting around with your -- a couple
11 of pals and you say you know, I think it's -- this
12 is the first time I've ever even toyed with
13 the idea of having any kind of social media
14 presence. I don't -- that stuff's a mystery to me,
15 so I thought, as it is a way to have a direct
16 communication with the people themselves, and the
17 people are my bosses and they're my employers, I
18 thought it would be a good opportunity to be able
19 to do whatever bit I could do. If I could do a
20 little skit and make people smile or laugh, great.
21 If I could give them my feelings and some support,
22 help them get through it, that's what it was for,

11:16:24

11:16:27

11:16:31

11:16:37

11:16:42

11:16:46

11:16:52

11:16:58

11:17:01

11:17:06

11:17:08

11:17:14

11:17:18

11:17:26

1 and that's still what it's for. 11:17:29

2 Q So who were the people that were in -- 11:17:31
3 I'm trying to figure out who set it up for you. 11:17:33

4 A I don't know. 11:17:37

5 Q How can -- how would -- where would we be 11:17:38
6 able to look to find out who set up your Instagram 11:17:40
7 account? 11:17:44

8 A I would say the man to ask for that is Ed 11:17:44
9 White. 11:17:47

10 Q Because he would have paid for it, right? 11:17:47

11 A Oh, I think, yeah, at the end of the day, 11:17:49
12 everything's going to come back to Ed. 11:17:51

13 Q Did you discuss setting up the Instagram 11:17:55
14 account with Adam Waldman? 11:17:59

15 MR. CHEW: You may answer that yes or no. 11:18:00

16 THE WITNESS: I can answer that? 11:18:03

17 MR. CHEW: You can answer yes or no. You 11:18:05
18 shouldn't disclose your communications with Mr. 11:18:07
19 Waldman. 11:18:10

20 THE WITNESS: Oh, I see, so yes, of 11:18:11
21 course, yes. 11:18:13

22 BY MS. CHARLSON BREDEHOFT: 11:18:14

1 CERTIFICATE OF SHORTHAND REPORTER - NOTARY PUBLIC

2 I, Karen Young, the officer before whom
3 the foregoing deposition was taken, do hereby
4 certify that the foregoing transcript is a true and
5 correct record of the testimony given; that said
6 testimony was taken by me stenographically and
7 thereafter reduced to typewriting under my
8 direction, and that I am neither counsel for or
9 related to, nor employed by any of the parties to
10 this case and have no interest, financial or
11 otherwise, in its outcome.

12 IN WITNESS WHEREOF, I have hereunto set
13 my hand and affixed my notarial seal this 23rd day
14 of November, 2020.

15

16



17

NOTARY PUBLIC IN AND FOR

18

THE COMMONWEALTH OF VIRGINIA

19

20 My commission expires:

21

June 30, 2022

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ATTACHMENT 11

THE FAIRFAX BAR ASSOCIATION FAIRFAX CIRCUIT COURT PRACTICE MANUAL PROCEDURES • USB Drive with FORMS

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2.11 Rebuttal Experts

If requested in discovery, plaintiff and counter-plaintiff must designate rebuttal experts, if any, consistent with the Scheduling Order (generally at least 45 days before trial and must also provide the information about any rebuttal expert's anticipated testimony, which is discoverable under the Rules of the Supreme Court of Virginia). Rebuttal experts will only be allowed to rebut matters raised for the first time in the defendant's expert designation.

2.12 Objections to Expert Designations

If counsel contends that the opposing party's designation does not comply with Rule 4:1(b)(4) of the Rules of the Supreme Court of Virginia, counsel should promptly file and serve upon opposing counsel of record an objection to the designation specifically setting forth all claimed deficiencies.

If an objection to the designation has merit, the party filing the designation should promptly and voluntarily cure all such deficiencies. Counsel of record are required to discuss any disagreement about the sufficiency of the expert designations before bringing a motion concerning proposed exclusion of witnesses or opinions.

2.13 Timing of Expert Designations and Discovery

The timing of expert designations and discovery responses as required by the Scheduling Order are in addition to and not in lieu of the provisions of the Rules of the Supreme Court of Virginia. All parties must timely respond to appropriate discovery requests notwithstanding the fact that the deadline dates set out in the Scheduling Order have not been reached.

2.14 Discovery Cut-Off:

All discovery must be completed consistent with the scheduling order (normally 30 days prior to trial and therefore must be propounded and served in time for the responses to be due at least 30 days before trial). Discovery depositions cannot be taken after the discovery cut-off, absent agreement of all counsel or leave of court for good cause shown, provided, however, that the taking of a deposition after the discovery deadline is not a basis for a continuance of the trial date or the scheduling of motions inconsistent with the normal procedures of the court.