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JOHN T. FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JOHN C. DEPP, II,

Plaintiff,

v.

AMBER LAURA HEARD,

Defendant.

Civil Action No.: CL-2019-0002911

**DEFENDANT'S MEMORANDUM IN OPPOSITION TO  
PLAINTIFF'S MOTION TO USE PRIOR DEPOSITIONS**

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## ARGUMENT

In July 2016, in the midst of divorce proceedings that were on the verge of settlement, LAPD Officers Melissa Saenz and Tyler Hadden were deposed by Plaintiff John C. Depp, II's counsel. These cursory discovery depositions lasted less than an hour each, and they concerned factual issues—the aftermath of Mr. Depp's abuse of Defendant Amber Laura Heard on the night of May 21, 2016—that were no longer a focus of the divorce proceedings. Neither officer was cross-examined in any meaningful way, nor were they confronted with the extensive contemporaneous evidence of Mr. Depp's abusive and destructive acts that night.

Mr. Depp now seeks to present this untested deposition testimony as the officers' last word, rather than securing the officers' testimony in this action. There is no reason for this departure from ordinary practice—particularly in light of the recent continuance. Mr. Depp has already filed deposition subpoenas for both officers, and has offered no reason why he cannot pursue those subpoenas and obtain the officers' testimony in *de bene esse* depositions taken for use at trial in the ordinary course of this action.

This motion should be seen for what it is: a transparent attempt to short circuit the factual inquiry at the core of these proceedings—one that would shield the officers from the rigors of cross-examination and deprive the jury of an opportunity to weigh the officers' testimony against the extensive evidence to the contrary. As explained below, Virginia Supreme Court Rule 4:7 rightfully bars such deposition testimony from being used as a substitute for testimony properly taken in this action, and Mr. Depp's motion should therefore be denied.

### **The Officers' Depositions Were Taken in Proceedings Where the Question of Abuse Was No Longer in Focus**

On May 23, 2016, Ms. Heard filed a petition for dissolution of her marriage to Mr. Depp in California state court. *See Ex. A* § 1.1.5. Four days later, on May 27, 2016, she filed a request

for a domestic violence restraining order (“DVRO”) in the same proceeding, supported by affidavits from herself and a friend detailing Mr. Depp’s abuse of Ms. Heard both on and before May 21, 2016, as well as photos showing the physical injuries that Ms. Heard suffered at Mr. Depp’s hands on May 21, 2016. Ex. B. That same day, the court granted Ms. Heard a temporary restraining order (“TRO”), Ex. C, which remained in place until the day that Ms. Heard and Mr. Depp reached a global settlement of the divorce proceedings on August 16, 2016, *see* Ex. A § 1.2; Ex. D.

Officers Saenz and Hadden were deposed in the course of discovery on July 18, 2016, nearly two months after Ms. Heard’s TRO was granted. By that time, Ms. Heard had already made the showing of abuse necessary to justify the imposition of a TRO, *see, e.g., Gdowski v. Gdowski*, 95 Cal. Rptr. 3d 799, 805 (Cal. Ct. App. 2009), and the parties had moved past the question of whether Mr. Depp, on May 21, 2016 or otherwise, had abused Ms. Heard. Rather, with the TRO in place, the focus of the divorce proceedings understandably turned to the litany of issues involved in unwinding a marriage, including division of marital property, division of the parties’ assets and debts, the parties’ respective tax liabilities, spousal support, and equalization payments—all of which were then addressed in the global settlement reached on August 16, 2016 and later memorialized in a stipulated judgment entered by the California court. *See generally* Ex. A. Put simply, at the time of the officers’ depositions, there was little need for Ms. Heard’s divorce lawyer to cross-examine the officers. Ms. Heard had already secured the protection of a TRO, and further establishing that she had been abused by Mr. Depp was of little—if any—relevance to the questions that remained open in the divorce proceeding.

Accordingly, when the officers testified as to their observations on the night of May 21, 2016, Ms. Heard’s divorce lawyer did not confront the officers with the extensive

contemporaneous evidence of Mr. Depp's abusive and destructive acts, including photos of Ms. Heard's face taken on or shortly after May 21 showing bruising and swelling and photos of the property damage that Mr. Depp caused on May 21. Rather, with the divorce proceedings on the verge of settlement and the question of abuse no longer in focus, Ms. Heard's divorce lawyer asked Officer Saenz a handful of questions about the appearance of a third party and Ms. Heard's hair that night, and asked Officer Hadden no questions of substance whatsoever. *See* Pl. Br., Ex. A at 36; *id.*, Ex. B at 22, 30.

**Rule 4:7(a) Does Not Permit the Introduction of the Officers' Deposition Testimony**

Under Rule 4:7(a), deposition testimony from a prior proceeding may be used at trial for any purpose if, among other things, the deposition was taken in a "previous 'action involving the same subject matter' as the present action." *Burns v. Gagnon*, 283 Va. 657, 680 (2012) (quoting Rule 4:7(a)). As Mr. Depp concedes in his brief, in assessing whether the "same subject matter" requirement is satisfied, courts look to whether there is a substantial identity of issues between the two actions, such that "the party opponent in the prior action had the same interest and motives in examining the deponent that the present opponent has." Pl. Br. 4 (quoting *Azalea Drive-in Theatre v. Sargoy*, No. 73-347-N, 1974 WL 1014, at \*1 (E.D. Va. Sept. 16, 1974)). In other words, "[t]he accepted inquiry focuses on whether the prior cross-examination would satisfy a reasonable party who opposes admission in the present lawsuit." *Hub v. Sun Valley Co.*, 682 F.2d 776, 778 (9th Cir. 1982) (construing Rule 4:7's analogue in the Federal Rules of Civil Procedure); *see also The Staples Corp. v. Wash. Hall Corp.*, 44 Va. Cir. 372 (Va. Cir. Ct. 1998) (noting that Rule 4:7 is "closely modeled" after Federal Rule of Civil Procedure 32 and that "[w]here, such as here, the Virginia Supreme Court has not addressed a particular discovery issue, federal case law interpreting the FRCP may be instructive"). Accordingly, in order to satisfy Rule 4:7(a)'s "same subject matter" requirement, Mr. Depp must show that the divorce proceeding in which the officers

were deposed had a substantial identity of issues with the action before this Court, such that Ms. Heard's interest and motives in cross-examining the officers would be the same in both actions.

Mr. Depp cannot possibly make this showing. As outlined above, the divorce proceeding raised a host of family law issues that have nothing to do with the issues raised by Mr. Depp's defamation claims in this action. And while it is true that Ms. Heard's request for a restraining order in the divorce proceeding required her to put forth evidence that Mr. Depp had abused her, Ms. Heard had already met that burden when the California court issued its TRO on May 27, 2016. With the TRO in place and settlement on the horizon, Ms. Heard's divorce lawyer had little reason to cross-examine the officers as to their observations on the night of May 21, 2016.

That hands-off approach stands in stark contrast to the approach that Ms. Heard will be forced to take here. As this Court is well aware, Mr. Depp has sued Ms. Heard in this action for millions in compensatory damages alone, alleging that she falsely accused him of domestic abuse and violence in a *Washington Post* op-ed. If Mr. Depp's defamation claims survive the Demurrer and Plea in Bar currently being briefed before this Court, the crucial question in this case will become whether Mr. Depp abused Ms. Heard, on the night of May 21, 2016 or otherwise. Faced with the possibility of a massive jury verdict against her personally, Ms. Heard will have every motive and incentive to cross-examine Officer Saenz and Officer Hadden and confront them with evidence that Ms. Heard was in fact abused by Mr. Depp on the night of May 21, 2016—whether at trial or in the *de bene esse* depositions of the officers for which Mr. Depp has already filed subpoenas.

At its core, the "same subject matter" requirement embodied in Rule 4:7 and its analogue in the Federal Rules is one that attempts to balance "the twin goals of fairness and efficiency." *Hub*, 682 F.2d at 778. In service of efficiency, the rule permits deposition testimony from prior

proceedings to be introduced in later actions, but only so long as the introduction of that testimony would be fair. *See id.* Here, fairness requires that Ms. Heard be given the opportunity to cross-examine Officer Saenz and Officer Hadden in this action and confront each with the extensive contemporaneous evidence of Mr. Depp's abusive acts on the night of May 21, 2016. Mr. Depp has already taken steps to obtain trial depositions by filing subpoenas for both officers. He offers no reason why he cannot simply pursue these depositions in the ordinary course, rather than relying on untested discovery depositions taken in a prior proceeding where Mr. Depp's abusive acts were no longer at issue. *See, e.g., HCP Props.-Fair Oaks of Fairfax VA, L.L.C. v. Cty. of Fairfax, Va.*, No. CL-2017-18207, 2019 WL 2269900, at \*7 (Va. Cir. Ct. May 24, 2019) (noting the "important" "distinction" between discovery depositions and *de bene esse* depositions created for use at trial given that "the parties are on notice of [the latter's] use as evidence in the merits case and may thus take all measures to protect the record being created consequent thereto"). Indeed, his present motion exposes his primary objective: to deny Ms. Heard cross-examination, and deny the jury access to relevant facts.

In sum, if Mr. Depp wants Officer Saenz and Officer Hadden to testify in this action, Mr. Depp should be required to follow through with the deposition subpoenas that he has already filed and permit their testimony to be taken anew in this action. Ms. Heard does not object to Mr. Depp's use of the deposition testimony to refresh the officers' recollections or to impeach or contradict their trial testimony as permitted by applicable rules. But to allow these 2016 depositions to stand alone as trial testimony in case would work a fundamental denial of fairness. Rule 4:7 does not contemplate such a result, and Mr. Depp's motion should be denied.

### CONCLUSION

WHEREFORE, Ms. Heard respectfully requests that this Court deny Mr. Depp's Motion to Use Prior Depositions.

Dated this 6th day of December, 2019

Respectfully submit  
Amber L. Heard

VSB No. 71412)

By Counsel:

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CERTIFICATE OF SERVICE

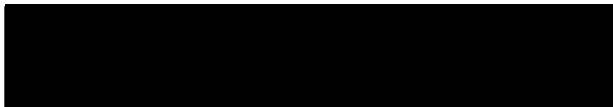
I certify that on this 6th day of December 2019, a copy of the foregoing shall be served by first class mail, postage prepaid, and by email, upon:

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# EXHIBIT A

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
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 E-MAIL ADDRESS (Optional):  
 ATTORNEY FOR (Name): **John Christopher Depp II**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**  
 STREET ADDRESS: **111 North Hill Street**  
 MAILING ADDRESS: **111 North Hill Street**  
 CITY AND ZIP CODE: **Los Angeles, CA 90012**  
 BRANCH NAME: **CENTRAL DISTRICT**

**MARRIAGE OR PARTNERSHIP OF**  
 PETITIONER: **AMBER LAURA DEPP**  
 RESPONDENT: **JOHN CHRISTOPHER DEPP II (aka JOHNNY DEPP)**

**JUDGMENT**  
 **DISSOLUTION**       **LEGAL SEPARATION**       **NULLITY**  
 Status only  
 Reserving jurisdiction over termination of marital or domestic partnership status  
 Judgment on reserved issues  
 Date marital or domestic partnership status ends: **JAN 13 2017**

**FOR COURT USE ONLY**

**FILED**  
 Superior Court of California  
 County of Los Angeles

**JAN 13 2017**

Sherril B. Carter, Clerk  
 By: [Redacted] Deputy  
 [Redacted] Deputy

CASE NUMBER:  
**BD641052**

[Assigned to Dept. 6,  
 Hon. Car. H. Moor]

- This judgment  contains personal conduct restraining orders  modifies existing restraining orders.  
 The restraining orders are contained on page(s) \_\_\_\_\_ of the attachment. They expire on (date): \_\_\_\_\_
- This proceeding was heard as follows:  Default or uncontested  By declaration under Family Code section 2336  
 Contested  Agreement in court  
 a. Date: **JAN 13 2017** Dept.: **CE6** Room: **543**  
 b. Judicial officer (name): **CARL H. MOOR**  Temporary judge  
 c.  Petitioner present in court  Attorney present in court (name): \_\_\_\_\_  
 d.  Respondent present in court  Attorney present in court (name): \_\_\_\_\_  
 e.  Claimant present in court (name): \_\_\_\_\_  Attorney present in court (name): \_\_\_\_\_  
 f.  Other (specify name): \_\_\_\_\_
- The court acquired jurisdiction of the respondent on (date): **May 25, 2016**  
 a.  The respondent was served with process.  
 b.  The respondent appeared.

**THE COURT ORDERS, GOOD CAUSE APPEARING**

- a.  Judgment of dissolution is entered. Marital or domestic partnership status is terminated and the parties are restored to the status of single persons  
 (1)  on (specify date): **JAN 13 2017**  
 (2)  on a date to be determined on noticed motion of either party or on stipulation.  
 b.  Judgment of legal separation is entered.  
 c.  Judgment of nullity is entered. The parties are declared to be single persons on the ground of (specify): \_\_\_\_\_
- This judgment will be entered nunc pro tunc as of (date): \_\_\_\_\_
- Judgment on reserved issues.
- The  petitioner's  respondent's former name is restored to (specify): **AMBER LAURA HEARD**
- Jurisdiction is reserved over all other issues, and all present orders remain in effect except as provided below.
- This judgment contains provisions for child support or family support. Each party must complete and file with the court a *Child Support Case Registry Form* (form FL-191) within 10 days of the date of this judgment. The parents must notify the court of any change in the information submitted within 10 days of the change, by filing an updated form. The *Notice of Rights and Responsibilities—Health-Care Costs and Reimbursement Procedures and Information Sheet on Changing a Child Support Order* (form FL-192) is attached.

CASE NAME (Last name, first name of each party):  
Marriage of Depp

CASE NUMBER:  
BD641052

4. i.  The children of this marriage or domestic partnership are:
- (1)  Name Birthdate
- (2)  Parentage is established for children of this relationship born prior to the marriage or domestic partnership
- j.  Child custody and visitation (parenting time) are ordered as set forth in the attached
- (1)  Settlement agreement, stipulation for judgment, or other written agreement which contains the information required by Family Code section 3048(a).
- (2)  Child Custody and Visitation Order Attachment (form FL-341).
- (3)  Stipulation and Order for Custody and/or Visitation of Children (form FL-355).
- (4)  Previously established in another case. Case number: Court:
- k.  Child support is ordered as set forth in the attached
- (1)  Settlement agreement, stipulation for judgment, or other written agreement which contains the declarations required by Family Code section 4085(a).
- (2)  Child Support Information and Order Attachment (form FL-342).
- (3)  Stipulation to Establish or Modify Child Support and Order (form FL-350).
- (4)  Previously established in another case. Case number: Court:
- l.  Spousal, domestic partner, or family support is ordered:
- (1)  Reserved for future determination as relates to  petitioner  respondent
- (2)  Jurisdiction terminated to order spousal or partner support to  petitioner  respondent
- (3)  As set forth in the attached Spousal, Partner, or Family Support Order Attachment (form FL-343).
- (4)  As set forth in the attached settlement agreement, stipulation for judgment, or other written agreement.
- (5)  Other (specify):
- m.  Property division is ordered as set forth in the attached
- (1)  Settlement agreement, stipulation for judgment, or other written agreement.
- (2)  Property Order Attachment to Judgment (form FL-345).
- (3)  Other (specify):
- n.  Attorney fees and costs are ordered as set forth in the attached
- (1)  Settlement agreement, stipulation for judgment, or other written agreement.
- (2)  Attorney Fees and Costs Order (form FL-346).
- (3)  Other (specify):
- o.  Other (specify):

Each attachment to this judgment is incorporated into this judgment, and the parties are ordered to comply with each attachment's provisions. Jurisdiction is reserved to make other orders necessary to carry out this judgment.

Date: XXX

XX

JUDICIAL OFFICER

5. Number of pages attached: 40 52

SIGNATURE FOLLOWS LAST ATTACHMENT

NOTICE

Dissolution or legal separation may automatically cancel the rights of a spouse or domestic partner under the other spouse's or domestic partner's will, trust, retirement plan, power of attorney, pay-on-death bank account, transfer-on-death vehicle registration, survivorship rights to any property owned in joint tenancy, and any other similar property interest. It does not automatically cancel the rights of a spouse or domestic partner as beneficiary of the other spouse's or domestic partner's life insurance policy. You should review these matters, as well as any credit cards, other credit accounts, insurance policies, retirement plans, and credit reports, to determine whether they should be changed or whether you should take any other actions.

A debt or obligation may be assigned to one party as part of the dissolution of property and debts, but if that party does not pay the debt or obligation, the creditor may be able to collect from the other party.

An earnings assignment may be issued without additional proof if child, family, partner, or spousal support is ordered.

Any party required to pay support must pay interest on overdue amounts at the "legal rate," which is currently 10 percent.



1 In re the Marriage of ) CASE NO. BD641052  
 2 Petitioner: AMBER LAURA DEPP ) [Assigned to Dept. 6,  
 3 and ) Hon. Carl H. Moor]  
 4 Respondent: JOHN CHRISTOPHER DEPP ) STIPULATED JUDGMENT OF  
 5 II (AKA JOHNNY DEPP) ) DISSOLUTION OF MARRIAGE  
 6  
 7

8 Petitioner AMBER LAURA DEPP ("Petitioner") and Respondent JOHN CHRISTOPHER  
 9 DEPP II ("Respondent") (collectively, "the parties") have resolved all issues in their pending  
 10 dissolution of marriage action by stipulation and ask that the Court make the following orders  
 11 pursuant to their stipulation. **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

12 **1. STATISTICAL INFORMATION**

13 1.1 The parties stipulate and the Court orders as follows:  
 14 1.1.1 The parties were married on February 3, 2015 ("Date of Marriage").  
 15 1.1.2 The parties separated on May 21, 2016 ("Date of Separation").  
 16 1.1.3 There are *no minor children of the marriage*.  
 17 1.1.4 Irreconcilable differences have arisen between the parties which have led to the  
 18 irremediable breakdown of the marriage, making it impossible for the parties to live together as  
 19 husband and wife. Petitioner and Respondent acknowledge that their marital relationship cannot be  
 20 restored or reestablished at this time.

21 1.1.5 On May 23, 2016, Petitioner filed a Petition for Dissolution of Marriage in the  
 22 Superior Court of California, County of Los Angeles, Case Number BD641052. On May 25, 2016,  
 23 Respondent filed a Response and Request for Dissolution of Marriage. On May 27, 2016, Petitioner  
 24 filed a Request for Domestic Violence Restraining Orders against Respondent, and on May 27, 2016,  
 25 the Court granted Temporary Restraining Orders against Respondent.

26 ///

27 ///

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1           1.1.6 Petitioner and Respondent were residents of the County of Los Angeles, State  
2 of California at the time this action was filed, and each resided continuously in this state and county  
3 for a period in excess of six months prior to the filing of the dissolution action.

4           1.2 On August 15 and 16, 2016, the parties executed a Deal Point Memorandum pursuant  
5 to Code of Civil Procedure Section 664.6 ("DPM") which reflected their resolution of all issues in  
6 this dissolution action.

7           1.3 Each of the parties has represented and warranted that prior to their executing this  
8 Judgment, they exchanged Preliminary Declarations of Disclosure as required by Family Code Section  
9 2104 and Final Declarations of Disclosure as required by Family Code Section 2105. Pursuant to  
10 Family Code Sections 2104 and 2105, Petitioner served on Respondent a Preliminary/Final  
11 Declaration of Disclosure on October 21, 2016, and Respondent served on Petitioner a  
12 Preliminary/Final Declaration of Disclosure on September 15, 2016.

13           1.4 For the purposes of this Judgment, the "Effective Date" is the last date of execution of  
14 this Judgment by the parties and their counsel.

15       **2.    SETTLEMENT OF ALL CLAIMS**

16           2.1 It is the mutual wish and desire of the parties to effect a full, complete, and final  
17 settlement of all their respective property interests, future, and present by this Judgment, and, except  
18 as otherwise set forth herein, to irrevocably adjust and determine forever all legal obligations of any  
19 nature which may exist with respect to one another and by reason of their marriage, and to fully and  
20 completely resolve any and all issues relating to division of property, reimbursement claims and/or  
21 credits, spousal support, and attorneys' fees and costs. It is the further mutual wish and desire of the  
22 parties to completely resolve any and all issues regarding Petitioner's claims of domestic violence,  
23 including any and all related claims of assault, battery, intentional or negligent infliction of emotional  
24 distress, libel, slander, and/or defamation.

25           2.2 The parties have resolved all property issues between them and have agreed that their  
26 property (regardless of how characterized) shall be divided between them as set forth below.  
27 Petitioner and Respondent acknowledge and agree that the division of property hereinafter provided  
28

1 is not intended to be a sale or exchange of property, that Petitioner and Respondent have settled and  
2 adjusted their respective property, including community property, separate property, and  
3 quasi-community property rights and claims, including the assumption of certain obligations, to effect  
4 a division thereof in a manner by which they intend to accomplish an equitable division of their  
5 property. Nothing in this Judgment shall constitute an admission by either party that any of the  
6 property divided is of a particular character, whether community, quasi-community, or separate  
7 property.

8           2.3     Petitioner and Respondent acknowledge and agree that they desire to settle and adjust  
9 and hereby waive their respective rights, titles, interests, and duties arising out of or based in any  
10 manner upon their premarital cohabitation by any statute, law, judicial decision, common law, custom,  
11 practice, contract (whether express or implied-in-fact or in-law), or undertaking of any nature or kind  
12 whatsoever, including, without limitation, any right, title, interest, and duty arising under or based in  
13 any manner upon the decision rendered by the California Supreme Court in *Marvin v. Marvin* (1976)  
14 18 Cal. App. 3d 660, or any legal theory or doctrine therein mentioned or thereafter approved.

15 **3.     DIVISION OF ASSETS AND DEBTS**

16           3.1     Property Awarded and/or Confirmed to Petitioner: The following items of property,  
17 including any assets held in Petitioner's name, in the name of any entities owned by Petitioner, and/or  
18 in any trusts controlled by Petitioner, whether Petitioner's separate property, community property, or  
19 mixed in character are awarded and/or confirmed to Petitioner as her sole and separate property as of  
20 August 16, 2016. Respondent hereby waives, relinquishes, releases, and quitclaims to Petitioner any  
21 and all of his right, title, and interest in and to those items set forth below in this Section 3.1  
22 including, but not limited to, any and all tax benefits and obligations regarding or associated with  
23 same. Respondent is ordered to forthwith transfer, convey, and assign said items, if in Respondent's  
24 possession or as otherwise necessary, to Petitioner, as her sole and separate property. Petitioner shall  
25 pay for, indemnify, defend, and hold Respondent harmless from and against any and all liabilities,  
26 encumbrances, liens, debts, judgments, suits and/or claims including attorneys' fees, interest, and  
27 penalties of any sort, associated with the assets and debts awarded and confirmed to Petitioner herein.

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3.1.1 The dogs known as Pistol and Boo.

3.1.2 The horse known as Arrow.

3.1.3 2015 Range Rover, VIN: SALWR2TF3FAS1002. Respondent shall transfer said vehicle to Petitioner free and clear of any and all encumbrances thereon. Respondent represents that the vehicle is currently being transferred to Petitioner and that the transfer should be completed in the next thirty (30) to sixty (60) days. As of August 16, 2016, Petitioner shall be solely responsible for any and all expenses associated with said vehicle, including, but not limited to, maintenance/repair costs, storage fees, gas, insurance, registration, and any encumbrances Petitioner may cause to be incurred thereon. Also as of August 16, 2016, Petitioner shall indemnify, defend, and hold Respondent harmless from any liability associate with said vehicle.

3.1.4 1968 Ford Mustang. Petitioner shall be solely responsible for any and all expenses associated with said vehicle, including, but not limited to, maintenance/repair costs, storage fees, gas, insurance, registration, and any encumbrances thereon. Petitioner shall indemnify, defend, and hold Respondent harmless therefrom.

3.1.5 City National Bank checking account ending [REDACTED]

3.1.6 Screen Actors Guild - American Federation of Television and Radio Artists pension plan in name of Petitioner.

3.1.7 Wells Fargo SEP IRA account ending [REDACTED]

3.1.8 All of the parties' right, title, and interest in Under the Black Sky, Inc., including, but not limited to, all assets, bank accounts, liabilities, capital calls, accounts receivable, accounts payable, security deposits, option contracts, and goodwill of Petitioner and Respondent, if any, in connection with said interest.

3.1.9 Certain furniture and furnishings in penthouse units 3 and 5 of the 849 S. Broadway condominiums and in the Sweetzer properties awarded to Respondent herein and as agreed upon by Petitioner and Respondent in the meet and confer process set forth in Section 3.3.

3.1.10 Any and all memorabilia, collectibles, watches, and jewelry in Petitioner's possession, custody, and control.

1           3.1.11 All of Petitioner's premarital, marital, and post-separation earnings,  
2 compensation, and accumulations, except as otherwise set forth herein.

3           3.1.12 All premarital, marital, and post-separation debts incurred by Petitioner, except  
4 as otherwise specifically set forth herein.

5           3.1.13 All assets and investments acquired by Petitioner at any time, including any  
6 rents, issues, profits, and income from same, except as otherwise set forth herein.

7           3.1.14 Any and all clothing, including but not limited to, bathing suits and cosmetics  
8 in Respondent's properties.

9           3.2    Property Awarded and/or Confirmed to Respondent: The following items of property,  
10 including any assets held in Respondent's name, in the name of any entities owned by Respondent,  
11 and/or in any trusts controlled by Respondent, whether Respondent's separate property, community  
12 property, or mixed in character are awarded and/or confirmed to Respondent as his sole and separate  
13 property as of August 16, 2016. Petitioner hereby waives, relinquishes, releases, and quitclaims to  
14 Respondent any and all of her right, title, and interest in and to those items set forth below in this  
15 Section 3.2, including, but not limited to, any and all tax benefits and obligations regarding or  
16 associated with same. Petitioner is ordered to forthwith transfer, convey, and assign said items, if in  
17 Petitioner's possession or as otherwise necessary, to Respondent, as his sole and separate property.  
18 Respondent shall pay for, indemnify, defend, and hold Petitioner harmless from and against any and  
19 all liabilities, encumbrances, liens, debts, judgments, suits and/or claims including attorney's fees,  
20 interest, and penalties of any sort, associated with the assets and debts awarded and confirmed to  
21 Respondent herein.

22           3.2.1 All right, title, and interest in and to, and any loans and liabilities thereon, the  
23 real property located at 1486 North Sweetzer Avenue, Los Angeles, California 90069 and legally  
24 described as follows:

25                    **THAT PORTION OF LOT 3 IN BLOCK "H" OF HACIENDA  
26                    PARK, IN THE CITY OF LOS ANGELES, COUNTY OF LOS  
27                    ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED  
28                    IN BOOK 10 PAGE 106 OF MAPS, IN THE OFFICE OF THE  
                      COUNTY RECORDER OF SAID COUNTY, LYING  
                      NORTHWESTERLY OF THE SOUTHEASTERLY BOUNDARY**



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LINE OF THE CITY OF LOS ANGELES, AS SAID BOUNDARY  
LINE EXISTED NOVEMBER 7, 1941.  
APN: 5555-022-012

3.2.2 All right, title, and interest in and to, and any loans and liabilities thereon, the  
real property located at 1466 North Sweetzer Avenue, Los Angeles, California 90069 and legally  
described as follows:

LOT 13 OF TRACT NO. 8796, IN THE CITY OF LOS ANGELES,  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER  
MAP RECORDED IN BOOK 124, PAGE(S) 73 AND 74 OF MAPS,  
IN THE OFFICE OF THE COUNTY RECORDER OF SAID  
COUNTY.  
APN: 5555-023-003

3.2.3 All right, title, and interest in and to, and any loans and liabilities thereon, the  
real property located at 1472 North Sweetzer Avenue, Los Angeles, California 90069 and legally  
described as follows:

THE SOUTHEASTERLY 15 FEET MEASURED AT RIGHT  
ANGLES TO THE SOUTHEASTERLY LINE OF THAT PORTION  
OF LOT 11 OF TRACT NO. 8796, IN THE CITY OF LOS  
ANGELES, COUNTY OF LOS ANGELES, STATE OF  
CALIFORNIA, AS PER MAP RECORDED IN BOOK 124, PAGE(S)  
73 AND 74 OF MAPS, IN THE OFFICE OF THE COUNTY  
RECORDER OF SAID COUNTY, DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID  
LOT; THENCE ALONG THE NORTHWESTERLY LINE OF SAID  
LOT, NORTH 41° 45' 35" EAST 60.18 FEET TO THE  
SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN  
THE DEED TO ANNA B. ASKAM, RECORDED IN BOOK 22861  
PAGE 132, OFFICIAL RECORDS OF SAID COUNTY; THENCE  
ALONG THE SOUTHERLY LINE OF SAID LAND AS ASKAM,  
SOUTH 74° 18' 47" EAST 69.73 FEET TO THE  
SOUTHEASTERLY LINE OF SAID LOT 11; THENCE ALONG  
SAID SOUTHEASTERLY LINE SOUTH 47° 28' 21" WEST 77.24  
FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT;  
THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 57.09  
FEET TO THE POINT OF BEGINNING.

THAT PORTION OF LOT 12 OF TRACT NO. 8796, IN THE CITY  
OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF  
CALIFORNIA, AS PER MAP RECORDED IN BOOK 124 PAGE(S)  
73 AND 74 OF MAPS, IN THE OFFICE OF THE COUNTY  
RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 12; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT, SOUTH 89° 59' 00", EAST 63.23 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 12; THENCE ALONG THE EASTERLY LINE OF SAID LOT, NORTH 00° 10' 00" EAST 87 FEET TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO ANNA B. ASKAM, RECORDED IN BOOK 22861, PAGE 132, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID LAND OF ASKAM, NORTH 74° 18' 47" WEST 17.33 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 12; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 47° 23' 21" WEST 77.24 FEET TO THE MOST WESTERLY CORNER OF SAID LOT; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT, 42.45 FEET TO THE POINT OF BEGINNING.  
APN: 5555-024-020

3.2.4 All right, title, and interest in and to, and any loans and liabilities thereon, the real property located at 1498 North Sweetzer Avenue, Los Angeles, California 90069 and legally described as follows:

LOT 3 OF TRACT NO. 8796, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 124 PAGE(S) 73 AND 74 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.  
APN: 5555-024-002

3.2.5 All right, title, and interest in and to, and any loans and liabilities thereon, the real property located at 1480 North Sweetzer Avenue, Los Angeles, California 90069 and legally described as follows:

LOT 10 OF TRACT 8796, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 124, PAGE(S) 73 AND 74 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM SAID LOT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY OF SAID LOT, WHICH IS DISTANT NORTHWESTERLY 13 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT, THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE 13 FEET TO THE MOST EASTERLY CORNER OF SAID LOT; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF

1 SAID LOT, 22 FEET; THENCE WESTERLY PARALLEL WITH  
2 THE NORTHERLY LINE OF SAID LOT, 3 FEET, THENCE  
3 NORTHERLY TO THE POINT OF BEGINNING.

4 THAT PORTION OF LOT 11 OF TRACT 8796, IN THE CITY OF  
5 LOS ANGELES, IN THE CITY OF LOS ANGELES, COUNTY OF  
6 LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP  
7 RECORDED IN BOOK 124 PAGE(S) 73 AND 74 OF MAPS, IN  
8 THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,  
9 DESCRIBED AS FOLLOWS:

10 BEGINNING AT THE MOST WESTERLY CORNER OF SAID  
11 LOT, THENCE ALONG THE NORTHWESTERLY LINE OF SAID  
12 LOT, NORTH 41° 45' 35" EAST 60.18 FEET TO THE  
13 SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN  
14 THE DEED TO ANNA B. ASKAM, RECORDED IN BOOK 22861  
15 PAGE 132, OFFICIAL RECORDS, OF SAID COUNTY, THENCE  
16 ALONG THE SOUTHERLY LINE OF SAID LAND OF ASKAM,  
17 SOUTH 74° 18' 45" EAST 69.73 FEET TO THE  
18 SOUTHEASTERLY LINE OF SAID LOT 11, THENCE ALONG  
19 SAID SOUTHEASTERLY LINE, SOUTH 47° 28' 21" WEST 77.24  
20 FEET TO THE MOST SOUTHERLY CORNER OF SAID LOT,  
21 THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 57.09  
22 FEET TO THE POINT OF BEGINNING.

23 EXCEPT THE SOUTHERLY FIFTEEN FEET OF LOT 11  
24 MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY  
25 LINE OF SAID LOT 11.

26 THE ABOVE LEGAL DESCRIPTION IS PURSUANT TO THAT  
27 NOTICE OF LOT MERGER RECORDED JUNE 12, 1975 AS  
28 INSTRUMENT NO. 75-3861 OF OFFICIAL RECORDS.  
APN: 5555-024-019

3.2.5.1 Petitioner or her designated agent has been permitted to  
go to the Sweetzer properties and the storage facility to retrieve mutually agreed upon items which  
will be awarded to her as her separate property.

3.2.6 All right, title, and interest in and to, and any loans and liabilities thereon, the  
real property located at 7760 Woodrow Wilson Drive, Los Angeles, California 90046 and legally  
described as follows:

PARCEL A OF PARCEL MAP LA NO. 6157, IN THE CITY OF  
LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF  
CALIFORNIA, AS PER MAP RECORDED IN BOOK 216 PAGE(S)

87 AND 88 OF MAPS, IN THE OFFICE OF THE COUNTY  
RECORDER OF SAID COUNTY.  
APN: 5570-026-014

1 3.2.7 All right, title, and interest in and to, and any loans and liabilities thereon, the  
2 real property located at 470 NE Daisy Court, Cedaredge, Colorado 81413 and legally described as  
3 follows:

4 Lot 19 in Block 2 of Cedaredge Estates Subdivision, as amended,  
5 County of Delta, State of Colorado.

6 3.2.8 All right, title, and interest in and to, and any loans and liabilities thereon, the  
7 real property located at 5493 Versailles Road, Lexington, Kentucky 40501 and legally described as  
8 follows:

9 Being all that tract or parcel of land situated on the northerly side of the  
10 Versailles Pike (U.S. Highway No. 60) about five miles west of  
11 Lexington in Fayette County, Kentucky, being known and designated  
12 as 5493 Versailles Road, and more fully described and bounded as  
13 follows, to-wit:

14 Beginning at a point in the northerly right-of-way of the Versailles Pike  
15 (U.S. Highway No. 60) corner to Westmorland Subdivision thence with  
16 Westmorland for five calls N 16 deg. 19' 50" feet E 687.93 N 16 deg.  
17 12' 00" E 482.22 feet, N 67 deg. 08' 41" W 408.8 feet, N 19 deg. 10'  
18 50" feet, and N 19 deg. 24' E 00" 265.13 feet to an iron pin in the  
19 center of the west extremity of Carleton Drive; thence for a new line  
20 along the center line extended of Carleton Drive N 72 deg. 27' 00" W  
21 645.15 feet to an iron pin in fence line of First Security National Bank  
22 and Trust Co. (Trustee); thence with said (Trustee) for three calls (as  
23 fenced) S 14 deg. 22' 36" W 981.08 feet S 13 deg. 23' 36" W 981.08  
24 feet, S 13 deg. 23' 02" W 513.18 feet and S 14 deg. 07' 58" W 1038.0  
25 feet to a point in the northerly right-of-way of the Versailles Pike (U.S.  
26 Highway 60) for two calls S 80 deg. 26' 00" E 800.0 feet with a curve  
27 to the left (counter clockwise) a chord of S 81 deg. 47' 52" E 98.94  
28 feet to the beginning and containing 42.966 acres.

Being excepted out of the above described property is a certain tract  
that was conveyed to the Commonwealth of Kentucky by deed dated  
the 15th day of July, 1976 and recorded in Deed Book 1152, Page 388  
Fayette County Court Clerk's Office, and being more particularly  
described as follows, to-wit:

BEGINNING 0.00 feet left of Versailles Road Station 239+63.00,  
thence North 12 degrees 34 minutes 59 seconds East, 50.08 feet to a  
point 50.00 feet left of Versailles Road Station 239+65.91, thence  
North 12 degrees 35 minutes 3 seconds East, 35.06 feet to a point  
85.00 feet left of Versailles Road Station 239+67.95, thence South 80  
degrees 45 minutes 0 seconds East. 32.05 feet to a point 85.00 feet left  
of Versailles Road Station 240+00.00, thence South 80 degrees, 45  
minutes, 0 seconds East, 350.0 feet to a point 85.00 feet left of  
Versailles Road Station 243+50.00, thence South 78 degrees 55  
minutes 2 seconds East, 469.00 feet to a point 70.00 feet left of

1 Versailles Road Station 248+18.76, thence South 68 degrees 43  
2 minutes 4 seconds East, 46.22 feet to a point 60.00 feet left of  
3 Versailles Road Station 248+64.93, thence South 16 degrees 19  
4 minutes 37 seconds West, 8.59 feet to a point 51.50 feet left of  
5 Versailles Road Station 248+63.72, thence South 16 degrees 19  
6 minutes 52 seconds West, 50.63 feet to a point 1.34 feet left of  
7 Versailles Road Station 248+56.68 thence along an arc 95.64 feet to  
8 the right having a radius of 2864.79 feet, the chord of which is North  
9 81 degrees 42 minutes 22 seconds West, 95.636 feet to a point 0.00  
10 feet right of Versailles Road Station 247+61.04, thence North 80  
11 degrees 45 minutes 0 seconds West, 263.04 feet to a point 0.00 feet left  
12 of Versailles Road Station 244+98.00, thence North 80 degrees 45  
13 minutes 0 seconds West, 535.00 feet to point of beginning. The above  
14 described parcel contains 1.646 acres of which 1.028 acres is existing  
15 Right-of-Way.

16 Being the same property conveyed to John C. Depp, a/k/a John C.  
17 Depp, II, a single person, by deed dated November 16, 1995, of record  
18 in Deed Book 1819, Page 477, in the Fayette County Clerk's Office.

19 3.2.9 All right, title, and interest in and to, and any loans and liabilities thereon, the  
20 real property located at Little Hall Ponds Key #10, Bahamas and legally described as follows:

21 ALL THAT islet or Cay called or known as "Little Hall's Pond Cay"  
22 and situate in the vicinity of Hall's Pond Cay and being a part of the  
23 Exuma range of Islands Islets and Cays in the said Commonwealth of  
24 The Bahamas being designated as Cay Number Ten (10) in Volume  
25 Two (2) of Aranha's Report on the Exuma Cays 1929 in the  
26 Department of Lands and Surveys of the said Commonwealth of The  
27 Bahamas being designated in a Crown Grant to Island Home Estates  
28 Limited dated the 15th March, 1940 and recorded in the Registry of  
Records of the said Commonwealth of The Bahamas in Book V.13 at  
page 137 and which said Islet or Cay is bounded by the Sea at High  
Water Mark and is delineated on that part of the Plan attached to an  
Indenture of Conveyance dated the 5th day of May, A.D. 1992 made  
between Akroyd Limited of the one part and Avocado Holdings  
Limited of the other part and recorded in the Registry of Records in the  
City of Nassau one of the Islands of the Commonwealth of The  
Bahamas in Volume 5835 at pages 455 to 461 and thereon coloured  
Pink.

3.2.10 All right, title, and interest in and to, and any loans and liabilities thereon, the  
real property located at Ridgeback Cay & Snake Cays, Bahamas and legally described as follows:

ALL THOSE Islands or Cays situate in the Exuma Chain of Cays and  
comprising all that Cay known as Ridgeback Cay and all those Three  
(3) Cays known as Snake Cays which said Cays are shown for the  
purposes of identification only on the diagram or plan attached hereto  
and thereon coloured Blue.

RIGHTS OF WAY AND EASEMENTS (if any): NONE

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EXCEPTIONS AND RESERVATIONS (if any): AS SET FORTH  
IN CROWN GRANTS OF LAND IN THE COMMONWEALTH  
OF THE BAHAMAS

RESTRICTIONS AND CONDITIONS (if any): SUBJECT TO  
THOSE IMPOSED ON ISLANDS OR CAY SITUATE WITHIN  
THE EXUMA CAYS LAND AND SEA PARK

3.2.11 All right, title, and interest in and to, and any loans and liabilities thereon, the  
real property located at Le Hautes Gassines, 83120, Plan de la Tour, France and legally described as  
follows:

Residential property located at Hameau de Gassine - 83120 - Le Plan  
de la Tour - France, on a site of 104.378 m<sup>2</sup> held under freehold  
ownership by "SCI La Pierre".

3.2.12 Except as otherwise noted herein, all furniture, furnishings, appliances, and  
household equipment in any and all of the real properties awarded to Respondent herein and/or in  
Respondent's possession, custody, or control.

3.2.13 All right, title, and interest in and to the following vehicles and vessels:

- 3.2.13.1 1951 Mercury coupe;
- 3.2.13.2 1958 Chevy Apache truck;
- 3.2.13.3 1995 Porsche 911 convertible;
- 3.2.13.4 1935 Packard coupe;
- 3.2.13.5 2006 Electric Fairplay golf carts (two);
- 3.2.13.6 2008 Dodge Challenger;
- 3.2.13.7 1934 Buick;
- 3.2.13.8 1958 Corvette;
- 3.2.13.9 1930 Ford Model A coupe;
- 3.2.13.10 Scooter Piaggio;
- 3.2.13.11 2011 EZGO 4-passenger electric carts (two);
- 3.2.13.12 1972 Buick Riviera (custom);
- 3.2.13.13 1940 Harley Davidson motorcycle;
- 3.2.13.14 1970 Triumph T1201 motorcycle;

- 1 3.2.13.15 1973 Yamaha 175 motorcycle;
- 2 3.2.13.16 1969 BSA A75R motorcycle;
- 3 3.2.13.17 1964 BSA B40 motorcycle;
- 4 3.2.13.18 1975 Norton 850 Commando motorcycle;
- 5 3.2.13.19 1989 Honda GB 50 motorcycle;
- 6 3.2.13.20 1972 Ducati 450P motorcycle;
- 7 3.2.13.21 1968 Triumph Bonneville 750 motorcycle;
- 8 3.2.13.22 1944 Triumph motorcycle;
- 9 3.2.13.23 1955 Triumph motorcycle;
- 10 3.2.13.24 1982 45-foot bucket truck;
- 11 3.2.13.25 2007 Gus Silver golf cart;
- 12 3.2.13.26 Palmer;
- 13 3.2.13.27 Caterpillar TH360B Telescopic Har;
- 14 3.2.13.28 18" backhoe bucket model L45TLB;
- 15 3.2.13.29 2011 EZGO golf carts;
- 16 3.2.13.30 2010 EZGO shuttle;
- 17 3.2.13.31 2012 EZGO golf cart;
- 18 3.2.13.32 John Deere Gator XUV 550;
- 19 3.2.13.33 John Deere Gator XUV620I cart;
- 20 3.2.13.34 1960 American Rambler;
- 21 3.2.13.35 Gemini boat;
- 22 3.2.13.36 2009 2480 DLX Carolina skiff;
- 23 3.2.13.37 17-foot Boston whaler;
- 24 3.2.13.38 Concept Twin Mercury HP boat;
- 25 3.2.13.39 1952 Airstream Trailer;
- 26 3.2.13.40 2007 Chrysler 300C;
- 27 3.2.13.41 2007 Cadillac Escalade; and
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3.2.13.42 2005 Airstream Trailer.

Respondent shall be solely responsible for any and all expenses associated with said vehicles and vessels, including, but not limited to, maintenance/repair costs, storage fees, gas, insurance, registration, and any encumbrances thereon. Respondent shall indemnify, defend, and hold Petitioner harmless therefrom.

3.2.14 Banc of California checking accounts ending [REDACTED]

3.2.15 City National Bank checking accounts ending [REDACTED]

[REDACTED]

3.2.16 Merrill Lynch brokerage account ending [REDACTED]

3.2.17 National Life life insurance policies ending [REDACTED]

3.2.18 Lincoln Benefit life insurance policies ending [REDACTED]

3.2.19 Protective Life insurance policies ending [REDACTED]

3.2.20 Bel Air Securities money-purchase pension plans ending [REDACTED]

3.2.21 Screen Actors Guild Producers pension plan in name of Respondent.

3.2.22 Any and all loans receivable payable to Respondent, Infinitum Nihil, Inc., Unison Music Group, LLC, or any other entity owned by Respondent.

3.2.23 Respondent shall be solely responsible for the Bank of America loan ending [REDACTED] and secured by United Talent Agency, and the loans owed to Premier Group International and Tryon Management Services, Ltd.

3.2.24 All of the parties' right, title, and interest in the following partnerships, limited liability companies, and S-corporations, including, but not limited to, all assets, bank accounts, liabilities, capital calls, accounts receivable, accounts payable, security deposits, option contracts, and goodwill of Petitioner and Respondent, if any, in connection with said interests:

- 3.2.24.1 6909 Ventures, LLC;
- 3.2.24.2 A Contrario;
- 3.2.24.3 Brave Pictures, Inc.;
- 3.2.24.4 Contre Courant;



- 1 3.2.24.5 Gelt Valleyview Holdings, LLC;
- 2 3.2.24.6 Infinitum Nihil Media, LLC;
- 3 3.2.24.7 Infinitum Nihil Music, LLC;
- 4 3.2.24.8 Infinitum Nihil Publishing, LLC;
- 5 3.2.24.9 Infinitum Nihil Records, LLC;
- 6 3.2.24.10 Infinitum Nihil, Inc.;
- 7 3.2.24.11 Junior Varsity Productions, LLC;
- 8 3.2.24.12 L.R.D. Productions, Inc.;
- 9 3.2.24.13 Lionheart, L.P.;
- 10 3.2.24.14 Matar, LLC;
- 11 3.2.24.15 P Music Group, LLC;
- 12 3.2.24.16 Plus Capital Partnership;
- 13 3.2.24.17 Scaramanga Bros., Inc.;
- 14 3.2.24.18 Stratton Films, Inc.;
- 15 3.2.24.19 Swag, LLC; and
- 16 3.2.24.20 Vajoliroja, LLC.
- 17 3.2.25 All right, title, and interest in and to the option contract associated with *The*
- 18 *Evidence Never Lies*.
- 19 3.2.26 All right, title, and interest in and to the following trusts:
- 20 3.2.26.1 Moch Investment Trust;
- 21 3.2.26.2 The Sweetzer Trust;
- 22 3.2.26.3 Versailles Road Trust;
- 23 3.2.26.4 SCI La Pierre Investment Trust;
- 24 3.2.26.5 John C. Depp II Insurance Trust;
- 25 3.2.26.6 Depp Irrevocable Trust; and
- 26 3.2.26.7 John C. Depp II Living Trust.

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1                   3.2.27 Any and all memorabilia, collectibles, antiques, art, books, musical instruments  
2 and equipment, watches, and jewelry in Respondent's possession, custody, or control.

3                   3.2.28 All of Respondent's premarital, marital, and post-separation earnings,  
4 compensation, and accumulations.

5                   3.2.29 All premarital, marital, and post-separation debts incurred by Respondent,  
6 except as otherwise specifically set forth herein.

7                   3.2.30 All assets and investments acquired by Respondent at any time, including any  
8 rents, issues, profits, and income from same, except as otherwise set forth herein.

9           3.3    849 S. Broadway, Los Angeles, CA.

10           3.3.1 Respondent shall be awarded all right, title, and interest in and to, and any  
11 loans and liabilities thereon, the real properties located at 849 S. Broadway, Los Angeles, California  
12 90014, penthouse units 1, 2, 3, 4, and 5 and legally described as follows:

13                   849 S. Broadway Unit PH-1, Los Angeles, CA 90014:

14                   A CONDOMINIUM COMPRISED OF:

15                   PARCEL NO. 1

16                   UNIT NO. PHI AS SHOWN AND DESCRIBED IN THE  
17 CONDOMINIUM PLAN FOR EASTERN COLUMBIA LOFTS,  
18 RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT NO.  
19 06-2447336, IN THE OFFICE OF THE LOS ANGELES COUNTY  
20 RECORDER (THE "PLAN"), ENCUMBERING LOT 1 OF TRACT  
NO. 61499, AS SHOWN ON THAT CERTAIN SUBDIVISION MAP  
RECORDED IN BOOK 1322 AT PAGES 41 TO 42, INCLUSIVE,  
OF MAPS, IN THE OFFICIAL RECORDS OF LOS ANGELES  
COUNTY, CALIFORNIA.

21                   EXCEPTING AND RESERVING FROM PARCELS NO. 1, 2, 3  
22 AND 4, ALL PREVIOUSLY UNRESERVED MINERALS, OIL,  
23 GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES  
24 AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH  
25 MAY BE PRODUCED FROM THE ABOVE- DESCRIBED LAND  
26 WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET  
27 BELOW THE PRESENT SURFACE OF SUCH LAND FOR THE  
28 PURPOSE OF PROSPECTING FOR, THE EXPLORATION,  
DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING  
OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER  
HYDROCARBON SUBSTANCES AND WATER FROM SUCH  
LAND BY MEANS OF MINES, WELLS, DERRICKS OR OTHER  
EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR  
NEIGHBORING LAND OR LYING OUTSIDE OF THE

1 ABOVE-DESCRIBED LAND, IT BEING UNDERSTOOD THAT  
2 THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM,  
3 OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET  
4 FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON  
5 THE SURFACE OR ANY PORTION THEREOF ABOVE SUCH  
6 PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT  
7 SURFACE OF SUCH LAND FOR ANY PURPOSE  
8 WHATSOEVER.

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10 PARCEL NO. 2

11 AN UNDIVIDED ONE-ONE HUNDRED FORTY-SEVENTH  
12 (1/147) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN  
13 AND TO ALL OF THE REAL PROPERTY COMPRISING THE  
14 COMMON AREA (AS DEFINED IN SECTION 1.19 OF THE  
15 DECLARATION DESCRIBED BELOW).

16 PARCEL NO.3

17 AN EXCLUSIVE EASEMENT APPURTENANT TO THE UNIT  
18 FOR STORAGE PURPOSES OVER THAT CERTAIN EXCLUSIVE  
19 USE COMMON AREA FOR STORAGE SPACE SHOWN AND  
20 DESIGNATED IN THE ABOVE-REFERENCED PLAN AS "S-6".

21 PARCEL NO. 4

22 NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS,  
23 EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE,  
24 DRAINAGE, USE, ENJOYMENT, REPAIR, AND FOR OTHER  
25 PURPOSES, ALL AS DESCRIBED IN THE DECLARATION OF  
26 COVENANTS, CONDITIONS AND RESTRICTIONS AND  
27 RESERVATION OF EASEMENTS FOR EASTERN COLUMBIA  
28 LOFTS RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT  
NO. 06-2447337, IN THE OFFICE OF THE LOS ANGELES  
COUNTY RECORDER ("DECLARATION").  
APN: 5144-017-186

849 S. Broadway Unit PH-2, Los Angeles, CA 90014:

A CONDOMINIUM COMPRISED OF:

PARCEL NO. 1

UNIT NO. PH2 AS SHOWN AND DESCRIBED IN THE  
CONDOMINIUM PLAN FOR EASTERN COLUMBIA LOFTS,  
RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT NO.  
06-2447336, IN THE OFFICE OF THE LOS ANGELES COUNTY  
RECORDER (THE "PLAN"), ENCUMBERING LOT 1 OF TRACT  
NO. 61499, AS SHOWN ON THAT CERTAIN SUBDIVISION MAP  
RECORDED IN BOOK 1322 AT PAGES 41 TO 42, INCLUSIVE,

OF MAPS, IN THE OFFICIAL RECORDS OF LOS ANGELES  
COUNTY, CALIFORNIA.

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PARCEL NO. 2

AN UNDIVIDED ONE-ONE HUNDRED FORTY-SEVENTH (1/147) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN AND TO ALL OF THE REAL PROPERTY COMPRISING THE COMMON AREA (AS DEFINED IN SECTION 1.19 OF THE DECLARATION DESCRIBED BELOW).

PARCEL NO. 3

AN EXCLUSIVE EASEMENT APPURTENANT TO THE UNIT FOR STORAGE PURPOSES OVER THAT CERTAIN EXCLUSIVE USE COMMON AREA FOR STORAGE SPACE SHOWN AND DESIGNATED IN THE ABOVE-REFERENCED PLAN AS "S-5"

PARCEL NO. 4

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE, DRAINAGE, USE, ENJOYMENT, REPAIR, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR EASTERN COLUMBIA LOFTS RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT NO. 06-2447337, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER ("DECLARATION").

EXCEPTING FROM PARCELS NO. 1, 2, 3 AND 4, FOR THE BENEFIT OF GRANTOR, ITS SUCCESSORS IN INTEREST, THE ASSOCIATION, AND OWNERS OF CONDOMINIUMS IN THE PROJECT, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE, DRAINAGE, USE, REPAIR, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION.

EXCEPTING FROM PARCELS NO. 1, 2, 3 AND 4, ALL PREVIOUSLY UNRESERVED MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM THE ABOVE-DESCRIBED LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SUCH LAND FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SUCH LAND BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE DESCRIBED LAND, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OR ANY

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PORTION THEREOF ABOVE SUCH PLANE PARALLEL TO AND  
500 FEET BELOW THE PRESENT SURFACE OF SUCH LAND  
FOR ANY PURPOSE WHATSOEVER.  
APN: 5144-017-187

849 S. Broadway Unit PH-3, Los Angeles, CA 90014:

A CONDOMINIUM COMPRISED OF:

PARCEL 1:

AN UNDIVIDED 1/147TH INTEREST IN AND TO "MODULE A"  
OF LOT 1 OF TRACT NO. 061499, IN THE CITY OF LOS  
ANGELES, COUNTY OF LOS ANGELES, STATE OF  
CALIFORNIA, AS PER MAP RECORDED IN BOOK 1322 AT  
PAGES 41 AND 42 OF MAPS, IN THE OFFICE OF THE COUNTY  
RECORDER OF SAID COUNTY.

EXCEPT THEREFROM UNITS 101 AND 102, M01 THROUGH  
M100 INCLUSIVE, 201 THROUGH 211 INCLUSIVE, 301  
THROUGH 312 INCLUSIVE, 401 THROUGH 412 INCLUSIVE,  
501 THROUGH 512 INCLUSIVE, 601 THROUGH 612  
INCLUSIVE, 701 THROUGH 712 INCLUSIVE, 801 THROUGH  
812 INCLUSIVE, 901 THROUGH 912 INCLUSIVE, 1001  
THROUGH 1011 INCLUSIVE, 1101 THROUGH 1111 INCLUSIVE,  
1201 THROUGH 1212 INCLUSIVE, PH1 THROUGH PH 5  
INCLUSIVE, AS DEFINED AND DELINEATED ON THE  
CONDOMINIUM PLAN RECORDED NOVEMBER 3, 2006, AS  
INSTRUMENT NO. 06-2447336 OF OFFICIAL RECORDS.

RESERVING THEREFROM EXCLUSIVE EASEMENTS FOR  
STORAGE SPACES, TOGETHER WITH THE RIGHT TO GRANT  
THE SAME TO OTHERS, OVER THOSE PORTIONS OF SAID  
LAND DEFINED AND DELINEATED AS STORAGE SPACES 51  
THROUGH 525, INCLUSIVE ON THE ABOVE REFERENCED  
CONDOMINIUM PLAN.

PARCEL 2:

UNIT PH-3 OF SAID AS DEFINED AND DELINEATED ON THE  
ABOVE REFERENCED CONDOMINIUM PLAN.  
APN: 5144-017-188

849 S. Broadway Unit PH-4, Los Angeles, CA 90014:

A CONDOMINIUM COMPRISED OF:

PARCEL NO. 1

UNIT NO. PH 4 AS SHOWN AND DESCRIBED IN THE  
CONDOMINIUM PLAN FOR EASTERN COLUMBIA LOFTS,

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RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT NO 06-2447336, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER (THE "PLAN"), ENCUMBERING LOT 1 OF TRACT NO. 61499, AS SHOWN ON THAT CERTAIN SUBDIVISION MAP RECORDED IN BOOK 1322 AT PAGES 41 TO 42, INCLUSIVE, OF MAPS, IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPTING THEREFROM, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE, DRAINAGE, USE, REPAIR, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION.

EXCEPTING FROM PARCELS NO. 1, 2, 3 AND 4, ALL PREVIOUSLY UNRESERVED MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM THE ABOVE-DESCRIBED LAND WHICH

UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SUCH LAND FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SUCH LAND BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE-DESCRIBED LAND, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OR ANY PORTION THEREOF ABOVE SUCH PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SUCH LAND FOR ANY PURPOSE WHATSOEVER.

PARCEL NO. 2

AN UNDIVIDED ONE-ONE HUNDRED FORTY-SEVENTH (1/147) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN AND TO ALL OF THE REAL PROPERTY COMPRISING THE COMMON AREA (AS DEFINED IN SECTION 1.19 OF THE DECLARATION DESCRIBED BELOW).

PARCEL NO. 3

AN EXCLUSIVE EASEMENT APPURTENANT TO THE UNIT FOR STORAGE PURPOSES OVER THAT CERTAIN EXCLUSIVE USE COMMON AREA FOR STORAGE SPACE SHOWN AND DESIGNATED IN THE ABOVE-REFERENCED PLAN AS "S-4".

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PARCEL NO. 4

NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE, DRAINAGE, USE, ENJOYMENT, REPAIR, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR EASTERN COLUMBIA LOFTS RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT NO. 06-2447337, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER ("DECLARATION").  
APN: 5144-017-189

849 S. Broadway Unit PH-5, Los Angeles, CA 90014:

A CONDOMINIUM COMPRISED OF:

PARCEL NO. 1

UNIT NO. PH 5 AS SHOWN AND DESCRIBED IN THE CONDOMINIUM PLAN FOR EASTERN COLUMBIA LOFTS, RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT NO. 06-2447336, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER (THE "PLAN"), ENCUMBERING LOT 1 OF TRACT NO. 61499, AS SHOWN ON THAT CERTAIN SUBDIVISION MAP RECORDED IN BOOK 1322 AT PAGES 41 TO 42, INCLUSIVE, OF MAPS, IN THE OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPTING THEREFROM PARCELS NO. 1, 2, 3 AND 4, NON-EXCLUSIVE EASEMENTS FOR ACCESS, INGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE, DRAINAGE, USE, REPAIR, AND FOR OTHER PURPOSES, ALL AS DESCRIBED IN THE DECLARATION.

EXCEPTING FROM PARCELS NO. 1, 2, 3 AND 4, ALL PREVIOUSLY UNRESERVED MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM THE ABOVE-DESCRIBED LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 500 FEET BELOW THE PRESENT SURFACE OF SUCH LAND FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SUCH LAND BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE DESCRIBED LAND, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER, AS SET FORTH ABOVE, SHALL NO RIGHT TO ENTER UPON THE SURFACE OR ANY PORTION

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THEREOF ABOVE SUCH PLANE PARALLEL TO AND 500 FEET  
BELOW PRESENT SURFACE OF SUCH LAND FOR ANY  
PURPOSE WHATSOEVER.

PARCEL NO. 2

AN UNDIVIDED ONE-ONE HUNDRED FORTY-SEVENTH  
(1/147) FEE SIMPLE INTEREST AS A TENANT IN COMMON IN  
AND TO ALL OF THE REAL PROPERTY COMPRISING THE  
COMMON AREA (AS DEFINED IN SECTION 1.19 OF THE  
DECLARATION DESCRIBED BELOW).

PARCEL NO. 3

AN EXCLUSIVE EASEMENT APPURTENANT TO THE UNIT  
FOR STORAGE PURPOSES OVER THAT CERTAIN EXCLUSIVE  
USE COMMON AREA FOR STORAGE SHOWN AND  
DESIGNATED IN THE ABOVE-REFERENCED PLAN AS "S-19".

PARCEL NO. 4

NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS,  
EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE,  
DRAINAGE, USE, ENJOYMENT, REPAIR, AND FOR OTHER  
PURPOSES, ALL AS DESCRIBED IN THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS AND  
RESERVATION OF EASEMENTS FOR EASTERN COLUMBIA  
LOFTS RECORDED ON NOVEMBER 3, 2006, AS INSTRUMENT  
NO. 06-2447337, IN THE OFFICE OF THE LOS ANGELES  
COUNTY RECORDER ("DECLARATION").  
APN: 5144-017-190

3.3.2 On or before September 1, 2016, Petitioner shall vacate and/or cause any third parties to vacate penthouse units 1, 4, and 5. Any and all of Petitioner's and/or third parties' personal property shall be removed therefrom by that date. Respondent or his representatives shall be permitted to list for sale, market and sell penthouse units 1 and 2 immediately, and penthouse units 4 and 5 effective September 1, 2016. It is acknowledged and confirmed that Petitioner has fully complied with this provision.

3.3.3 Petitioner shall leave penthouse units 1, 4 and 5 in good condition, and it is acknowledged and confirmed that Petitioner has met all obligations of this instant provision. Except as otherwise set forth herein and for all those awarded to Petitioner, all household items therein (not including clothing and other personal effects) shall remain in the units when the units are vacated.

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1           3.3.4 On or before December 31, 2016, Petitioner shall vacate and/or cause any third  
2 parties to vacate penthouse unit 3. Commencing September 1, 2016, Petitioner shall make penthouse  
3 unit 3 available to be shown to prospective buyers of the property upon 48 hours written notice.  
4 Petitioner shall ensure that penthouse unit 3 is clean and in good condition for any and all properly  
5 noticed showings. A representative of Petitioner shall be present to ensure that no pictures or  
6 personal belongings are taken during showings.

7           3.3.5 Petitioner and Respondent shall meet and confer to divide the furniture and  
8 furnishings contained in penthouse units 3 and 5. Furniture and furnishings shall specifically exclude  
9 any and all items in penthouse unit 2 and any and all artwork located in any of Respondent's  
10 residences or office, which shall be awarded to Respondent as his separate property. Petitioner shall  
11 be awarded as her separate property any and all of her personal possessions, clothing, jewelry, books,  
12 etc. Respondent's representatives shall retrieve any and all of his personal possessions, clothing,  
13 instruments, books, jewelry and artwork from penthouse units 1, 2, and 4 on or before August 15,  
14 2016. After the parties have met and conferred, and agreed upon the division of the furniture and  
15 furnishings in penthouse units 3 and 5, Respondent's representatives shall retrieve items awarded to  
16 Respondent from said units.

17 4.     EQUALIZATION PAYMENT

18           4.1 To effectuate an equal division of the community estate and to resolve all other issues  
19 between the parties, Respondent shall pay to Petitioner the sum of \$7,000,000, as follows:

20           4.1.1 \$200,000 on or before August 31, 2016. Petitioner and Respondent  
21 acknowledge and agree that said payment was made by Respondent as follows: \$100,000 to the  
22 American Civil Liberties Union and \$100,000 to Children's Hospital of Los Angeles. Petitioner and  
23 Respondent further acknowledge and agree that Respondent shall be entitled to claim this charitable  
24 contribution on his federal and state income tax returns.

25           4.1.2 \$1,000,000 within three (3) days of entry of this Judgment;

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1           4.1.3 Respondent shall make additional payments to Petitioner on or before the dates  
2 listed below, unless this Judgment has not yet been executed by Petitioner and her counsel, in which  
3 event the payment shall be delayed until the execution of the Judgment:

4                   4.1.3.1                 \$1,000,000 on or before February 1, 2017;

5                   4.1.3.2                 \$1,000,000 on or before May 1, 2017;

6                   4.1.3.3                 \$1,000,000 on or before August 1, 2017;

7                   4.1.3.4                 \$500,000 on or before November 1, 2017; and

8                   4.1.3.5                 \$2,300,000 on or before February 1, 2018.

9           4.2     The payments set forth in paragraph 4.1 above shall accelerate upon the sale of the  
10 real property owned by Respondent in France (referenced in paragraph 3.2 above). Within ten (10)  
11 business days of the close of escrow on the real property in France, Respondent shall pay Petitioner  
12 25% of the net proceeds from the sale up to the full amount of the equalization payment then due and  
13 owing to Petitioner pursuant to paragraph 4.1 above. This payment shall be made directly through  
14 escrow. Under no circumstances shall Petitioner be entitled to more than the \$7,000,000 equalization  
15 payment set forth in paragraph 4.1 above. Further, under no circumstances shall Respondent's  
16 obligation to pay the full amount of the equalization payment of \$7,000,000 to Petitioner as set forth  
17 in paragraph 4.1 above be extinguished or discharged by any type of bankruptcy proceedings,  
18 bankruptcy procedure, the filing of a petition (voluntary or involuntary) declaring Respondent  
19 personally or any of his related corporations bankrupt and thereafter unable to meet Respondent's  
20 payment obligations due to Petitioner.

21           4.3     The equalization payments set forth in paragraph 4.1 above shall be secured by  
22 Respondent's back-end compensation from Pirates of the Caribbean 5 and the Sweetzer real  
23 properties (referenced in paragraph 3.2 above) confirmed to Respondent.

24           4.4     The equalization payments provided above are nontaxable, non-modifiable, and  
25 non-terminable upon Respondent's death, Petitioner's death, or Petitioner's remarriage and shall not  
26 be subject to further order of Court. In the event of Respondent's death prior to satisfaction of the  
27 obligations set forth herein, Respondent's estate shall remain liable for the obligations set forth in this  
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1 section regardless of whether Respondent's estate is probated. The equalization payments are  
2 intended to be tax-free payments to Petitioner under Internal Revenue Code Section 1041 as a  
3 transfer incident to divorce and shall not be deducted by either party or taxable to either party.

4 4.5 The equalization payments are considered a domestic support obligation and shall not  
5 be dischargeable in any bankruptcy proceeding filed by Respondent.

6 4.6 The equalization payments are not considered a debt but rather an order, and  
7 therefore, in the event that Respondent fails to make the payments, Petitioner shall be entitled to  
8 enforce the payments in an enforcement action. The Court shall have jurisdiction to issue appropriate  
9 enforcement orders against Respondent if he fails to make the equalization payments.

10 **5. MUTUAL WAIVER OF SPOUSAL SUPPORT**

11 5.1 Petitioner and Respondent have each forever absolutely waived and released any and  
12 all rights which he or she may have to seek spousal support, maintenance, or alimony from the other  
13 party at any time. Each party has released and discharged the other from any and all obligations,  
14 statutory or otherwise, to provide spousal support, maintenance, or alimony to the other. The parties  
15 acknowledge and agree that no spousal support arrearages are owed by either party to the other  
16 party.

17 5.2 No Court shall ever obtain or retain jurisdiction to order or award any spousal support  
18 payable by either party to the other party at any time, regardless of any circumstances that may arise.  
19 This jurisdictional limitation is absolutely non-modifiable and no Court shall ever have the power to  
20 set any support payable by Petitioner to Respondent, or by Respondent to Petitioner. Having made  
21 this waiver, Petitioner and Respondent acknowledge and agree that each is precluded from making  
22 any subsequent claim for spousal support. Petitioner and Respondent acknowledge and agree that  
23 this waiver may result in hardship to either one of them at some point in the future, and that each has  
24 considered this in electing to fix for all time the rights of Petitioner and Respondent to receive spousal  
25 support from the other.

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1           5.3     With the advice of experienced, competent counsel, and with full knowledge of her  
2 rights and the effect of the waiver, Petitioner has waived her right to seek any spousal support from  
3 Respondent. With the advice of experienced, competent counsel, and with full knowledge of his  
4 rights and the effect of the waiver, Respondent has waived his right to seek any spousal support from  
5 Petitioner. The Court approves said waiver and based thereon terminates forever its jurisdiction to  
6 order spousal support from Petitioner to Respondent or from Respondent to Petitioner.

7           5.4     Each party has represented and acknowledged, for the other to rely upon in entering  
8 into this Judgment and for the Court to rely upon in signing this Judgment, that he or she has fully  
9 discussed the spousal support provisions of this Judgment with his or her lawyer, that he or she  
10 understands that except for their agreement, the Court would have to take into consideration their  
11 marital lifestyle, their respective income and needs, the duration of their marriage, and many other  
12 factors. The waivers contained in this Judgment are absolute and irrevocable. Once the Court  
13 relinquishes jurisdiction over spousal support, the Court can never again, for any reason, consider the  
14 subject of, or make an award of, spousal support.

15           5.5     The parties have acknowledged and agreed that they have carefully bargained in this  
16 Judgment for the mutual waiver of spousal support, and that said waiver is an integral part of their  
17 negotiations, and an integral part of the terms and conditions of this Judgment. The parties have  
18 acknowledged, each to the other, that they understand that such relinquishment of the right to spousal  
19 support and maintenance is permanent and may not be resurrected for any purpose whatsoever,  
20 notwithstanding what their economic or physical condition is now or may be in the future. The  
21 parties have knowingly and with the advice of counsel permanently waived any right they may have  
22 from the other for support or maintenance or the equivalent thereto. The parties further acknowledge  
23 that they are familiar with and have been advised as to the legal import of the case of *In re Marriage*  
24 *of Vomacka* (1984) 36 Cal.3d 459 and those cases that follow its principle. The provisions herein are  
25 intended to comply with the requirements of *In re Marriage of Brown* (1995) 35 Cal.App.4th. 785  
26 and *In re Marriage of Iberti* (1997) 55 Cal.App.4th 1434, to make clear that no Court shall have the  
27 authority to award spousal/partner support to Petitioner or Respondent at any time. Thus, the parties

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1 acknowledge they each have intended to memorialize the absolute and unequivocal intention of the  
2 parties to mutually waive forever their right to receive or claim spousal support or its equivalent from  
3 the other for all time.

4 **6. ATTORNEYS, ACCOUNTANTS, AND EXPERTS FEES AND COSTS**

5 6.1 The parties acknowledge that they agree to cooperate fully with each other in this  
6 dissolution proceeding until the entry of the Judgment in this matter in order to minimize the amount  
7 of attorneys' fees and costs each party will incur.

8 6.2 Petitioner and Respondent shall each remain responsible for his or her respective  
9 attorneys', accountants', and/or other experts' fees and costs incurred through the entry of Judgment,  
10 with the exception of a \$500,000 contribution by Respondent toward Petitioner's attorneys' fees and  
11 costs. Said \$500,000 contribution shall be paid directly to Petitioner's attorney Samantha Spector as  
12 follows:

13 6.2.1 \$100,000 on or before August 31, 2016. Petitioner and Respondent  
14 acknowledge that this provision was satisfied and said payment was timely made to Samantha  
15 Spector.

16 6.2.2 Respondent shall make additional payments to Samantha Spector on or before  
17 the dates listed below, unless the Judgment has not yet been executed by Petitioner and her counsel,  
18 in which event the payment shall be delayed until the execution of the Judgment:

19 6.2.3 \$150,000 on or before December 1, 2016; and

20 6.2.4 \$250,000 on or before February 1, 2017.

21 6.3 The Court retains jurisdiction over the issue of attorneys' fees and costs incurred by  
22 either party after the Effective Date.

23 **7. TAXES**

24 7.1 Petitioner and Respondent acknowledge and agree that each has filed or intends to file  
25 separate federal and state income tax returns for calendar year 2015 and throughout the marriage.  
26 Each party shall be solely liable for all taxes arising from his or her respective income tax returns  
27 including, but not limited to, any taxes, assessments, interest, and penalties due.

1           7.2     Petitioner and Respondent shall continue to file separate federal and state income tax  
2 returns (single or married with a new spouse or head of household) each year from and including  
3 calendar year 2016. Petitioner and Respondent shall each be responsible for his or her respective  
4 income tax liability attributable to calendar year 2016 and each calendar year thereafter (based upon  
5 her or his income and deductions shown on his or her separate returns) and each shall be entitled to  
6 his or her respective tax refund and credits for 2016 and thereafter.

7           7.3     The parties acknowledge and agree that no less than \$10,000,000 in income tax debt  
8 accrued during the parties' marriage. Respondent shall assume all such community property and  
9 separate property income tax debt, with the exception of any community property income tax debt  
10 incurred as a consequence of Petitioner's work efforts during the marriage.

11          7.4     Each party shall pay, indemnify, defend, and hold the other party free and harmless  
12 from any and all tax liabilities, penalties and interest attributable to each of the party's respective  
13 incomes (defined as community property income earned by each party based on their work efforts  
14 during the marriage and their separate property income) for the years prior to the marriage, the  
15 calendar year 2015, and all calendar years thereafter. Each party shall pay, indemnify, defend, and  
16 hold the other party free and harmless from and against all liability arising from the filing of their  
17 respective separate state and federal income tax returns pursuant to this paragraph.

18          7.5     Except as otherwise set forth herein, Petitioner shall assume all income and liabilities  
19 (if any) for those assets awarded and confirmed to her in Section 3.1 above and pay any and all taxes  
20 for said income and claim any deductions commencing with her 2016 federal and state income tax  
21 returns and shall indemnify and hold Respondent harmless therefrom. Except as otherwise set forth  
22 herein, Respondent shall assume all income and liabilities (if any) for those assets awarded and  
23 confirmed to him in Section 3.1 above and pay any and all taxes for said income and claim any  
24 deductions commencing with his 2016 federal and state income tax returns and shall indemnify and  
25 hold Petitioner harmless therefrom.

26          7.6     All allocations of property hereunder are transfers of property incident to divorce,  
27 within the meaning of Internal Revenue Code Section 1041.

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1           7.7    Except as otherwise expressly provided herein, each party shall be responsible for, and  
2 indemnify and hold the other harmless from, any taxes due as a result of post-judgment  
3 ownership, sale, transfer, or other transaction involving rights or assets that each party obtains or  
4 retains under this Judgment.

5           7.8    As used in this section, the words "assessment", "tax," "taxes," "deficiency," and  
6 "refund" shall include interest and penalties, if any.

7           7.9    Each party has been further advised by his or her counsel that such counsel are not tax  
8 experts, that there are certain tax consequences that may follow from this Judgment, and that each  
9 party has been advised to seek independent tax counsel to advise them of the tax consequences, and  
10 such counsel cannot make representations or render advice with respect to the tax consequences to  
11 either party as a result of the terms of this Judgment.

12          7.10   Neither party shall file any tax returns that are inconsistent with the tax consequences  
13 contemplated by the parties in this Judgment.

14          7.11   In the event of a dispute, the Court shall retain jurisdiction to make further Orders that  
15 are necessary to enforce the provisions of this tax section and/or any other portion of this Judgment.

16 **8.    OTHER PROCEEDINGS**

17          8.1    Petitioner represents, and Respondent acknowledges and agrees, that on August 16,  
18 2016 Petitioner dismissed her Request for Domestic Violence Restraining Orders against Respondent,  
19 with prejudice, in this dissolution action. The parties agree that neither Petitioner nor Respondent  
20 was the prevailing party for purposes of Code of Civil Procedure Section 1032, Family Code Section  
21 6344, or any other statute.

22          8.2    On September 2, 2016, Petitioner dismissed, without prejudice, the action she initiated  
23 against Doug Stanhope in Arizona: Amber Heard v. Doug Stanhope, Arizona Superior Court,  
24 Cochise County Case No. CV201600280, and such dismissal has been confirmed. Petitioner shall not  
25 initiate any other proceeding against Doug Stanhope relating to his conduct prior to August 16, 2016.  
26 Petitioner may, however, file a future claim against Doug Stanhope in the event that Doug

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1 Stanhope engages in actionable conduct after August 16, 2016. Respondent represents that he timely  
2 made his best efforts to request that Doug Stanhope make a positive statement about Petitioner.

3 8.3 Neither Petitioner nor Respondent shall pursue any civil action (including, but not  
4 limited to, actions for assault or battery, negligent or intentional infliction of emotional distress, libel,  
5 slander, or defamation, and/or any "Marvin" claims arising before the parties' marriage) against the  
6 other for any reason in any jurisdiction for anything that occurred for the time period through and  
7 including the execution of the DPM on August 15/16, 2016.

8 8.4 Petitioner represents that she has not filed a police report claiming there was any  
9 criminal wrongdoing by Respondent. Petitioner shall not be limited in any way with fully complying  
10 with any valid legal process or cooperating with any law enforcement investigation. In the event that  
11 Petitioner is served with any valid legal process relating in any way to Respondent and/or this  
12 dissolution action, Petitioner shall notify Respondent in writing within 48 hours of receipt of that legal  
13 process so that Respondent may make any and all appropriate and legal objections to such process as  
14 he deems necessary.

15 **9. TRANSFER OF PROPERTY**

16 9.1 All property divided pursuant to this Judgment shall become the separate property  
17 and/or obligation of the party so designated to receive such property as of August 16, 2016. The  
18 party receiving such divided property shall indemnify and hold the other party harmless from any and  
19 all debts, liabilities, or obligations in connection with such property.

20 9.2 Each party shall promptly, upon request of the other party or counsel of the other  
21 party, execute, acknowledge, and deliver to the other party, his or her heirs, executors,  
22 administrators, or other representatives, all deeds, tax returns, amendments to tax returns, amended  
23 returns, leases, contracts, releases, certificates of partnerships, escrow agreements, partnership  
24 agreements, loan agreements, refinancing agreements, loan applications, bills of sale, insurance  
25 documents, designations of beneficiaries, and/or other instruments and documents which may  
26 hereafter be necessary or desirable to enable either of the parties to sell, transfer, redesignate

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1 beneficiaries, or own any real or personal property acquired under, before or after the execution of  
2 this Judgment, or to carry out the terms of this Judgment.

3 9.3 Should a party required to execute and deliver such documents fail to do so within  
4 seven (7) days after demand has been made by the party entitled thereto, then the other party may  
5 make an emergency application to the court, accompanied by the minimum of forty-eight (48) hours  
6 (excluding Saturdays, Sundays and legal holidays) telephonic *ex-parte* notice of such application to  
7 the other party, in order to carry out such orders as may be necessary to obtain the execution of said  
8 documents and to obtain delivery of same to the party entitled thereto; and, the Clerk of the Court or  
9 the Assistant Clerk of the Court may sign in place of the other party pursuant to the request of the  
10 party making the application.

11 9.4 The Court retains jurisdiction to make such other and further orders as may be  
12 necessary, convenient, or required with respect to the form of any documents which are or may be  
13 necessary to effectuate the purpose of this Judgment, and any aggrieved party may make application  
14 to the Court for such purposes upon *ex parte* application on forty-eight (48) hours advance notice as  
15 defined above.

16 9.5 Notwithstanding the failure or refusal of either party to execute any such document or  
17 instrument, the parties' execution of this Judgment shall constitute a full and complete transfer,  
18 conveyance, or assignment of the property herein designated as being transferred, conveyed, or  
19 assigned by each party.

20 **10. ASSIGNMENT OF DEBTS/OBLIGATIONS**

21 10.1 Petitioner and Respondent acknowledge and agree that there are no community debts  
22 or obligations due and owing by the parties or either of them not otherwise specifically set forth in  
23 this Judgment. In the event there are community obligations or other obligations not otherwise  
24 provided for in this Judgment, the party who incurred such obligation(s) shall assume full  
25 responsibility to discharge said obligation(s), and shall indemnify and hold the other party free and  
26 harmless therefrom.

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1           10.2 Except as otherwise set forth herein, Petitioner hereby assumes and agrees to pay any  
2 and all unpaid debts and obligations incurred by Petitioner prior to the Date of Marriage, during the  
3 marriage, and subsequent to the Date of Separation, and to indemnify Respondent and hold him  
4 harmless therefrom.

5           10.3 Except as otherwise set forth herein, Respondent hereby assumes and agrees to pay  
6 any and all unpaid debts and obligations incurred by Respondent prior to the Date of Marriage,  
7 During the Marriage, and subsequent to the Date of Separation, and to indemnify Petitioner and hold  
8 her harmless therefrom.

9           10.4 Each party is ordered to indemnify and hold the other harmless from any and all debts  
10 and obligations relating to or arising out of the assets confirmed to each respective party  
11 under this Judgment, and from all costs and expenses, including, but not limited to, attorneys' fees, in  
12 connection therewith.

13           10.5 Except as otherwise set forth herein, Petitioner warrants to Respondent that  
14 Petitioner has not incurred (except as otherwise provided in this Judgment), nor will Petitioner incur,  
15 any liability, or obligation for which Respondent is or may be liable. If any claim, action, or  
16 proceedings arising out of the representation set forth in this paragraph shall hereafter be brought  
17 seeking to hold Respondent liable on account of any liability or obligation for which Petitioner is or  
18 may be liable, Petitioner shall, at Petitioner's sole expense, defend Respondent against all such claims  
19 or demands and Petitioner shall hold Respondent free and harmless therefrom. Respondent shall be  
20 entitled to recover from Petitioner in such action, by cross-complaint, the amount of any Judgment  
21 rendered against Respondent and Respondent shall be entitled to recover for all reasonable costs and  
22 attorneys', accountants', and other expert fees incurred by Respondent. If Respondent is served with  
23 legal process, Respondent may appear through counsel, defend the action, and also cross-complain  
24 against Petitioner. Alternatively, at Respondent's option, he may seek redress for any judgment  
25 suffered by him, including the aforementioned costs and fees via a Request for Order proceeding.

26           10.6 Except as otherwise set forth herein, Respondent warrants to Petitioner that  
27 Respondent has not incurred (except as otherwise provided in this Judgment), nor will Respondent

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1 incur, any liability or obligation for which Petitioner is or may be liable. If any claim, action or  
2 proceedings arising out of the representation set forth in this paragraph shall hereafter be brought  
3 seeking to hold Petitioner liable on account of any liability or obligation for which Respondent is or  
4 may be liable, Respondent shall, at Respondent's sole expense, defend Petitioner against all such  
5 claims or demands and Respondent shall hold Petitioner free and harmless therefrom. Petitioner shall  
6 be entitled to recover from Respondent in such action, by cross-complaint, the amount of any  
7 Judgment rendered against Petitioner and Petitioner shall be entitled to recover for all reasonable  
8 costs and attorneys', accountants', and other expert fees incurred by Petitioner. If Petitioner is served  
9 with legal process, Petitioner may appear through counsel, defend the action, and also cross-complain  
10 against Respondent. Alternatively, at Petitioner's option, she may seek redress for any judgment  
11 suffered by her, including the aforementioned costs and fees via a Request for Order proceeding.

12 10.7 Except as otherwise set forth herein, each party has warranted to the other that he or  
13 she shall not hereafter incur any indebtedness chargeable against the other or his or her estate, nor  
14 contract any debt or obligation in the name of the other, and each party is ordered to indemnify and  
15 hold the other harmless from and against any such indebtedness hereafter incurred or created by such  
16 indemnifying party. Except as otherwise specifically set forth in this Judgment, each of the parties  
17 hereto warrants to the other that he or she has not incurred any liability or obligation on which the  
18 other is or may be liable. Petitioner and Respondent each shall indemnify and hold harmless the other  
19 party from and against any such liability or obligations heretofore incurred.

20 10.8 Both parties shall forthwith surrender and cancel all credit cards and charge accounts  
21 presently outstanding upon which the other is, would, or may become liable. Each party  
22 acknowledges and agrees that each shall be solely responsible for payment of any outstanding credit  
23 card or charge account obligations held in his or her respective name.

24 **11. DISCLOSURE OF COMMUNITY AND SEPARATE PROPERTY / OMITTED**  
25 **ASSETS**

26 11.1 Petitioner and Respondent warrant and represent to the other that they have disclosed  
27 in writing in their respective Declarations of Disclosure and in this Judgment all community,  
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1 quasi-community, and separate property assets and liabilities, and that neither of them knows of any  
2 real or personal community or separate property except that which is set forth in their Declarations of  
3 Disclosure and in this Judgment.

4 11.2 If it shall hereafter be determined by a Court of competent jurisdiction that either  
5 Petitioner or Respondent is now possessed of any community and/or quasi-community property not  
6 set forth herein or that Petitioner or Respondent has not disclosed herein, or that either of them, since  
7 the Date of Separation has made, without the consent of the other, any gift, transfer, conveyance, or  
8 assignment of any community property, in the amount of \$10,000 or more, not disclosed to the other,  
9 the Court shall divide the community and/or quasi-community property pursuant to Family Code  
10 Section 2556.

11 11.3 Should either party subsequently learn of any undisclosed community gifts or any  
12 after-discovered and/or omitted property, or should any Court so determine that either party failed to  
13 disclose gifts of community property or failed to disclose the existence of any community,  
14 quasi-community, or separate property, the parties agree that said events and/or determination shall  
15 not void or invalidate this Judgment.

16 11.4 None of the parties' rights set forth in this Section 11 shall be limited by the mutual  
17 release of claims set forth in Section 12 herein. The Court reserves jurisdiction to make disposition of  
18 all after-discovered and/or undistributed community and/or quasi-community property not otherwise  
19 disposed of by this Judgment.

20 **12. WAIVER OF RIGHTS TO REIMBURSEMENT, INHERITANCE, AND AUDITING**  
21 **RIGHTS**

22 12.1 Except as otherwise expressly set forth in this Judgment, each party has waived all  
23 rights to reimbursement including, but not limited to, the following:

24 12.1.1 *Epstein credits [In re Marriage of Epstein (1979) 24 Cal.App.3d 76]* and all  
25 rights of reimbursement to which a party may be entitled as a result of the payment of community  
26 obligations since the Date of Separation.

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1                   12.1.2 *Watts* charges [*In re Marriage of Watts* (1985) 171 Cal.App.3d 366] and all  
2 rights to reimbursement to which a party or the community may be entitled as a result of one party's  
3 use of community assets since the Date of Separation.

4                   12.1.3 All rights to reimbursement under Family Code Section 2640 or otherwise, for  
5 separate property contributed to the acquisition or maintenance of community property, including  
6 without limitation all Section 2640 claims which the parties may otherwise have.

7                   12.1.4 Claims against either party to account for community property received,  
8 possessed or expanded by either party after the Date of Separation other than as stated in this  
9 Judgment.

10                  12.1.5 Claims pursuant to *Jeffries* (credit and reimbursements) [*Marriage of Jeffries*  
11 (1991) 228 Cal.App.3d 548] for the allocation or offset of *Epstein* credits and *Watts* charges.

12                  12.1.6 All claims to reimbursements from the other party and/or community estate  
13 regarding loans or payments made to or on behalf of the parties and/or the community estate  
14 subsequent to the Date of Separation through the Effective Date by the parties and their attorneys.

15                  12.1.7 Any other claims by or against either party, by or against the community estate  
16 for any credit, reimbursement, or surcharge, except as otherwise provided for herein.

17                  12.1.8 Claims or reimbursements for liability, property, automobile, or other insurance  
18 premiums paid in advance of the Effective Date.

19                  12.2 The waivers set forth herein supersede all existing court orders, stipulations and  
20 agreements between the parties. The parties each have warranted and represented that said waivers  
21 are made as part of and in consideration for the division of assets as provided for in this Judgment.

22                  12.3 Each party specifically waives any further auditing or accounting rights through the  
23 Effective Date with respect to the assets and debts awarded and confirmed to the other party herein.

24                  12.4 Neither party hereto shall in any manner, directly or indirectly, contest or oppose the  
25 probate of the other's will whether heretofore or hereafter made. Each of the parties hereby waives  
26 and releases in favor of the other party all of his or her right to act as administrator or executor or  
27 otherwise to administer the other party's estate. Each of the parties hereby waives, relinquishes,

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1 releases, and forever surrenders in favor of the other party, and to his or her heirs, assigns, and legal  
2 representatives, any and all of his or her rights to claims or rights of election to take or acquire under  
3 the laws of the State of California, or any other jurisdiction, any property, benefit or interest of any  
4 kind, nature or description, under any will or testament of the other, and any and all right to inherit,  
5 one from the other, and any and all rights to receive any real or personal property (no matter how or  
6 when said property was acquired) of the other upon the death of the other, either under the laws of  
7 succession or under community property laws, or by way of dower, curtsy, or otherwise. Petitioner  
8 and Respondent waive, release, relinquish, and surrender all such claims and rights, if any, in favor of  
9 the heirs of the other party—it being understood that neither of the parties hereto shall have any right  
10 to inheritance, descent, or distribution of any kind in or to the estate of the other. Notwithstanding  
11 anything to the contrary stated herein, either party hereto may, by will executed subsequent to the  
12 date of the signing of this Judgment, make provisions contrary to those herein stated.

13       12.5 Except as set forth in Section 4.4, each party has relinquished the right to act as  
14 executor or administrator of the estate of the other, all right to inherit from the other and all rights to  
15 receive in any manner any property of the other upon the death of the other, either under the laws of  
16 succession or under community property laws, or by dower, curtesy, family allowance, probate  
17 homestead, or any statutory substitute therefore, or otherwise, except as devisee, legatee, or  
18 beneficiary under any Last Will and Testament or other instrument executed after the Effective Date  
19 by either party herein or when the other party may be named in such capacity.

20 **13. MUTUAL RELEASE OF CLAIMS**

21       13.1 Except as otherwise expressly set forth in this Judgment, and except for the claims,  
22 obligations, and rights in this Judgment created against or in favor of either of the parties hereto,  
23 which claims, obligations, and rights are expressly reserved from the operation of this Section 13,  
24 Petitioner and Respondent have released the other and all of his or her respective agents,  
25 representatives, attorneys, heirs, insurers, assigns and successors-in-interest, from any and all claims,  
26 demands, damages, debts, liabilities, obligations, accounts, reckonings, allegations, costs, expenses,  
27 liens, actions, causes, and causes of action, of any kind and nature whatsoever through and including  
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1 the date of entry of this Judgment. Each of the parties agrees and understands that there is a risk that  
2 subsequent to the execution or entry of this Judgment, either of them may incur or suffer loss,  
3 damage, or injuries which are in some way caused by, or related to, the matters released herein, which  
4 are unknown or unanticipated at the time this Judgment is executed or entered. Each party hereto  
5 assumes said risk and agrees to hold the other party harmless therefrom.

6 13.2 Notwithstanding the terms of this Section 13, nothing contained in this Judgment shall  
7 be interpreted or construed as a waiver of the parties' rights of full disclosure of community and  
8 quasi-community property under California Family Code Section 2120-2128. The Court retains  
9 jurisdiction over such non-disclosure claims pursuant to California Family Code Section 2556 with  
10 respect to enforcement of said Family Code Sections as set forth above.

11 13.3 Except for the benefits, rights, and obligations created by this Judgment or reserved  
12 herein and except as to any action to enforce this Judgment, it is the intention of the parties that this  
13 Judgment shall be a full and final accord and satisfaction of all claims, known and unknown, which  
14 each may have against the other. The parties hereby waive Civil Code Section 1542, which provides  
15 that "A general release does not extend to claims which the creditor does not know or suspect to  
16 exist in his or her favor at the time of executing the release, which if known by him or her must  
17 have materially affected his or her settlement with the debtor."

18 **14. ADVICE OF COUNSEL**

19 14.1 Petitioner has acknowledged and represented that she has been represented by  
20 Samantha Spector of Spector Law and Pierce O'Donnell of Greenberg, Glusker, Fields, Claman &  
21 Machtinger LLP in the negotiations for and in the preparation of this Judgment and in connection  
22 with the action for the dissolution of the marriage of the parties.

23 14.2 Respondent has acknowledged and represented that he has been represented by Laura  
24 A. Wasser and Samantha Klein of Wasser, Cooperman & Mandles, P.C., Patricia Glaser and Kerry  
25 Garvis Wright of Glaser, Glaser, Weil, Fink, Howard, Avchen & Shapiro, LLP, in the negotiations  
26 for and in the preparation of this Judgment and in connection with the action for the dissolution of the  
27 marriage of the parties.

1           14.3 The parties acknowledge and agree that they have not been told that any provision of  
2 this Judgment is "standard." The parties have reviewed each and every one of the provisions of this  
3 Judgment and have negotiated those provisions as necessary to reflect their agreement and to meet  
4 their needs.

5 **15. WAIVER OF FURTHER FORMAL DISCOVERY PROCEEDINGS**

6           15.1 In negotiating the economic terms of this Judgment, each of the parties acknowledges  
7 that he or she has had the opportunity to determine, both on a voluntary basis and through formal  
8 discovery procedures, all of the financial circumstances of the other party, and the income which each  
9 is likely to derive from the property acquired by each hereunder. Concerning the nature, extent, and  
10 value of community property (assets and liabilities), and the parties' interest therein, the parties state  
11 that each has relied upon his or her own respective knowledge, opinion, and evaluations of such  
12 matters based on the other party's Disclosure Statements signed under penalty of perjury, that each  
13 has read and understood his or her respective rights under this Judgment, and that each has sought  
14 and obtained separate counseling from other persons that each selected concerning said matters.

15           15.2 Each of the parties has warranted and represented that each party desired a settlement  
16 of all of the matters set forth in this Judgment and that each party has chosen not to exercise all of the  
17 formal and informal discovery rights available to him or her beyond what he or she has already  
18 pursued, including without limitation, serving special interrogatories, form interrogatories, requests  
19 for production of documents, requests for admissions, issuing subpoenas, taking depositions of one  
20 another and of third parties, and/or obtaining further expert appraisals of real, personal, and/or  
21 business properties and assets.

22           15.3 Each party has knowingly and expressly waived and released his or her respective  
23 rights to complete full discovery, both formal and informal, relating to any issues and procedures and  
24 to investigate beyond what he or she has already pursued, the nature, extent, and value of community  
25 property (assets and liabilities) and the parties' interest therein, and the financial circumstances of the  
26 other party. Each party has accepted the economic terms of this Judgment with full knowledge of his  
27 or her respective rights in light of the foregoing waiver.

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1           15.4 The parties acknowledge that by entering into a negotiated settlement of all financial  
2 issues between them, each has knowingly waived his or her right to a full evidentiary hearing on the  
3 merits with respect to those issues. Each party has acknowledged that each has been advised by his  
4 or her respective counsel that the economic benefits conferred on each by this Judgment may be  
5 better or worse than the economic benefits that would be conferred on each after such a full  
6 evidentiary hearing or trial and that the full impact of this Judgment may not be known for many  
7 years.

8           15.5 Each party entered into this Judgment freely and voluntarily, and had sufficient time  
9 to consider the terms of the Judgment, and to consult with forensic accountants, other experts, and  
10 his or her counsel about this Judgment. Prior to executing this Judgment, each party expressly  
11 waived and released his or her right to conduct any further formal or informal discovery as set forth  
12 herein. Each party elected to proceed with the negotiations and settlement contained in this Judgment  
13 without resort to any further formal or informal procedures prior to executing this Judgment.

14           15.6 Each party has acknowledged that California law imposes a fiduciary duty on married  
15 persons regarding the accurate and complete disclosure of all assets, liabilities, and investment  
16 opportunities.

17 **16. VOLUNTARY AGREEMENT**

18           16.1 Each of the parties has acknowledged that he or she is fully aware of the content and  
19 legal effect of this Judgment and that each party has acknowledged for himself or herself, and for the  
20 other and the Court to rely upon, that he or she has entered into the settlement of this action  
21 voluntarily and free of any duress, undue influence, or presently known fraud, and that both parties  
22 are competent to enter into their agreement that formed the basis of this Judgment.

23           16.2 Petitioner acknowledges (a) that Respondent has obtained no advantage over her as a  
24 result of this Judgment, (b) that there is sufficient consideration for Petitioner's entry into the  
25 settlement agreement that is set forth in this Judgment, and (c) that Petitioner was not under any  
26 undue influence in entering into this Judgment.

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1           16.3 Respondent acknowledges (a) that Petitioner has obtained no advantage over him as a  
2 result of this Judgment, (b) that there is sufficient consideration for Respondent's entry into the  
3 settlement agreement that forms the basis for this Judgment, and (c) that Respondent was not under  
4 any undue influence in entering into this Judgment.

5           16.4 The parties further acknowledge (a) that all negotiations leading to this Judgment were  
6 carried out at arm's length, (b) that each recognizes that his or her interests were adverse during such  
7 negotiations and (c) that the confidential relationship arising out of the marriage of the parties did  
8 exist during such negotiations.

9 **17. AGREEMENT TO LIVE SEPARATE AND APART**

10           17.1 Except as otherwise provided in this Judgment, the parties shall be free from  
11 interference, authority, or control by the other and each may conduct, carry on, and engage in any  
12 employment, business, or trade which to him or her shall seem advisable for his or her sole and  
13 separate use and benefit without and free from any direct or indirect control, restraint, or interference  
14 by the other party.

15 **18. CREDITOR CLAIMS**

16           18.1 Except as otherwise provided in this Judgment, each party shall be solely liable for and  
17 shall indemnify, render a defense, and hold the other party harmless from all claims, demands, debts,  
18 obligations, liabilities, income and capital gain taxes, real property taxes, costs, expenses, damages,  
19 and liens arising heretofore or hereafter from the businesses, real properties, and all other assets being  
20 awarded and/or confirmed to that party as his or her sole and separate property. Each party warrants  
21 and represents to the other that he or she is not aware of any claim, debt, or liability not mentioned in  
22 this Judgment to which the other party may have liability.

23           18.2 Petitioner and Respondent acknowledge that each has been advised by his or her  
24 respective counsel as follows: Although an obligation based upon a contract is assigned to one party  
25 as part of the division of the community, in the event that the party to whom the obligation was  
26 assigned defaults on the contract, the creditor may have a cause of action not only against the  
27 assigned party, but against the other party as well.

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1           18.3   Petitioner and Respondent accordingly recognize that this Judgment between them is  
2 not binding upon third parties. In the event that any third party seeks to hold one party liable for the  
3 debts or obligations that the other has assumed by this Judgment, the indebted party herein shall  
4 defend and/or compromise and settle any lawsuits, claims, demands, or actions brought at his or her  
5 sole expense, and further, pay, indemnify, render a defense, and hold the non-indebted party harmless  
6 from any and all such claims, demands, debts, obligations, liabilities, costs, expenses, causes of action,  
7 and judgments of every kind, nature, and description that the non-indebted party may be caused to  
8 incur to defend himself or herself, including payments for all reasonable attorneys', accountants', and  
9 other experts' fees, costs, and expenses incurred by the non-indebted party. Except for the  
10 signatories hereto, no third parties are intended to be benefitted by this Judgment and no such third  
11 parties shall have any standing to enforce this Judgment, nor shall they be able to assert any right,  
12 title, or interest in the assets herein identified.

13   **19.    STIPULATION RE: APPOINTMENT OF JUDICIAL OFFICER/JUDGE PRO TEM**

14           19.1   The parties acknowledge their intent to cooperate with one another and to resolve all  
15 issues, if possible, without further litigation. Other than entry of the instant Judgment, the parties  
16 stipulate that Judge Louis M. Meisinger, Retired, shall be appointed as a judge pro tem for all  
17 purposes in this case. Accordingly, in the event that the parties encounter disputes as to any  
18 provision herein, the parties agree that they will submit any and all disputes for mediation and  
19 resolution to Judge Louis M. Meisinger, Retired as a judge pro tem, or if Judge Meisinger is  
20 unavailable for any reason to another mutually agreed upon retired judicial officer.

21           19.2   After the entry of this Judgment, the parties shall immediately file a stipulation for an  
22 order appointing Retired Judge Louis Meisinger as the judicial officer to resolve all disputes between  
23 the parties arising out of or relating to the Judgment.

24           19.3   The parties agree that Judge Meisinger shall adjudicate any claims that the parties may  
25 have relating to alleged breaches of the DPM.

26           19.4   To the extent possible, the parties shall seek to keep confidential all proceedings,  
27 pleadings orders, and the like relating to any adjudication by Judge Meisinger.

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1 **20. CONFIDENTIALITY**

2 . 20.1 Except for documents previously filed with the Court, neither Petitioner nor  
3 Respondent shall discuss, publish or post or cause to be discussed, published or posted, directly or  
4 indirectly, any information pertaining to the parties' premarital relationship, marriage or this  
5 dissolution action on the Internet (including, but not limited to, social media applications, websites,  
6 blogs, news periodicals, etc.) or in the media in any manner. Petitioner and Respondent shall also  
7 instruct their respective agents, friends, family members, and representatives not to communicate  
8 and/or act in any way contrary to this provision.

9 20.2 The confidentiality provisions set forth herein shall be fully enforceable by each party.  
10 The parties each expressly acknowledge and agree that the confidentiality provisions in this Judgment  
11 are of a special, unique, unusual, and extraordinary character and that a breach of any confidentiality  
12 provision of this Judgment shall necessarily result in irreparable injury to the other party for which no  
13 adequate remedy is available at law and which is not fully compensable in money damages alone. The  
14 parties further acknowledge and agree that in the event of any such breach or threat thereof, the  
15 non-breaching party may be entitled to injunctive and any other equitable relief as may be necessary to  
16 prevent, remedy, and/or mitigate the adverse effects of such actual or threatened breach; in addition  
17 to any legal remedies, such as disgorgement of profits received or damages to which said party may  
18 be entitled. The parties acknowledge and agree that the non-breaching party also shall be entitled to  
19 seek recovery of any and all reasonable attorneys' fees and costs incurred to pursue such remedies.

20 20.3 Each of the parties hereto acknowledges, agrees, warrants, represents and covenants  
21 that, except as may be required by law, each said party shall refrain from making or causing to be  
22 made, and agrees not to make or cause to be made, any derogatory, disparaging, critical or  
23 accusatory statements, either directly or indirectly, express or implied, oral or written, concerning the  
24 other party, whether said statements are believed to be true or not.

25 20.4 The foregoing shall not be construed or enforced in a manner that would restrict the  
26 disclosing party from responding truthfully in response to any inquiry required by legal process.

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1 **21. MISCELLANEOUS**

2 21.1 Each party has been advised by his or her counsel that such counsel are not tax  
3 experts, that there are certain tax consequences that may follow from this Judgment, and that each  
4 party has been advised to seek independent tax counsel to advise them of the tax consequences, and  
5 such counsel cannot make representations or render advise with respect to the tax consequences to  
6 either party as a result of the terms of this Judgment.

7 21.1.1 In negotiating the economic terms of this Judgment, each of the parties  
8 acknowledges he or she has been advised by his or her counsel that he or she has had the opportunity  
9 to determine, both on a voluntary basis and through formal and/or informal discovery procedures, all  
10 of the financial circumstances of the other party, and the income which each is likely to derive from  
11 the property acquired by each hereunder. Each of the parties has warranted and represented that each  
12 party desired a settlement of all of the matters set forth in this Judgment and that each party has  
13 chosen not to exercise any formal or informal discovery rights available to him or her prior to  
14 executing this Judgment. Each party knowingly waives his or her rights to discovery, both formal and  
15 informal, and to investigate fully the financial circumstances of the other party prior to executing this  
16 Judgment. The parties also acknowledge that by entering into a settlement of all financial issues  
17 between them, each has knowingly waived her or his right to a full evidentiary hearing on the merits  
18 with respect to those issues. Each party acknowledges that each has been advised by his or her  
19 counsel that the economic benefits conferred on each by this Judgment may be better or worse than  
20 the economic benefits that would be conferred after such a full evidentiary hearing. Nevertheless,  
21 both parties have considered the risk of litigation and the costs thereof, and have decided that it is  
22 preferable to settle all the issues rather than to be subjected to the uncertainties associated with the  
23 litigation process.

24 21.1.2 The parties acknowledge that they have been advised that prior to entering into  
25 an agreement, including, without limitation, prior to signing this Judgment, they had and have the  
26 right to value any and all assets owned by either of them, in whole or in part. Such assets include,  
27 without limitation, companies (whether sole proprietorship, "C" corporation, "S" corporation,  
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1 "LLC," partnerships, DBA, or otherwise); professional practices; real property; intellectual property  
2 (including catalogs of such property); investments (of any kind); and defined benefit pension plans and  
3 other deferred compensation. To the extent that the parties chose not to value an asset or assets, the  
4 parties acknowledge that each party made such decision freely, voluntarily, without any pressure or  
5 duress from anyone, and with the knowledge that they could, in fact, value any and all assets prior to  
6 entering into an agreement and prior to signing this Judgment. Pursuant to the parties' agreement,  
7 neither party shall have the right to set aside or obviate any of the financial terms or conditions of this  
8 Judgment by reason of their voluntary decisions not to value an asset or assets.

9           21.1.3 Based upon each party having been advised of the above described rights to  
10 further formal discovery proceedings, upon execution of this Judgment, neither party's counsel shall  
11 be responsible in any manner whatsoever with regard to the nature, extent, condition or value of any  
12 of the assets and obligations, be they community, separate, confirmed by, or disposed of by way of  
13 this Judgment.

14           21.1.4 Each party acknowledged for himself or herself, and for the other and the  
15 Court to rely upon, that he or she has relied solely on his or her own personal judgment as to all  
16 matters pertaining to the matters encompassed by this Judgment and that he or she did not rely on any  
17 statement, warranty or representation of any other party, except as expressly set forth in this  
18 Judgment.

19           21.1.5 Neither party shall have the right to set aside or obviate any of the financial  
20 terms or conditions of this Judgment by reason of the foregoing waivers and decisions not to conduct  
21 further discovery, appraisals and investigations.

22           21.2 The parties expressly intend and agree that this Judgment is a written settlement  
23 agreement within the meaning of Evidence Code Section 1123 and agree that it is not made  
24 inadmissible, or protected from disclosure, by provisions of Evidence Code Section 1115 et. seq.  
25 because it is signed by the settling parties and (a) it provides that it is admissible or subject to  
26 disclosure, or words to that effect; (b) it provides that it is enforceable or binding or words to that  
27 effect, and; (c) all parties to this Judgment expressly agree to its disclosure. The parties further agree  
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1 that communications between each party and his or her counsel are not made inadmissible by  
2 Evidence Code Section 1115 et. seq.; provided, that such communications are and remain privileged  
3 under the attorney-client privilege. Nothing contained in this section shall be deemed to waive or  
4 limit the attorney-client privilege or the attorney work-product doctrine.

5 21.3 Each party warrants and represents to the other party that he or she has not since the  
6 Date of Separation transferred any interest in any property nor encumbered any property awarded to  
7 the other party pursuant to this Judgment.

8 21.4 The parties understand and acknowledge that there is a possibility that an asset  
9 awarded and/or confirmed to either of them hereunder may be sold after the Effective Date by the  
10 parties for an amount either substantially greater or substantially less than the value now believed or  
11 perceived by either party to be the fair market value of such asset. Each party expressly waives and  
12 releases any claim against the other arising out of such sale. Each party further acknowledges that,  
13 except as set forth in this Judgment and the parties' respective Disclosure Statements, neither has  
14 warranted to the other the value of any asset awarded and/or confirmed by this Judgment.

15 21.5 The party receiving specific property under this Judgment shall be entitled to, and the  
16 other party shall transfer and assign to him or her, all right, title, and interest in the property together  
17 with any existing insurance in the property, and the benefits, if any, of premiums previously paid on  
18 that insurance, and shall be solely responsible for the payment of all premiums due thereafter under  
19 the insurance policy terms if the party decides, in his or her sole discretion, to maintain said policy in  
20 force.

21 21.6 This Judgment has been prepared and reviewed by the joint efforts of the respective  
22 attorneys for Petitioner and Respondent. This Judgment shall be interpreted fairly and simply, and  
23 not strictly for or against either party.

24 21.7 The parties have had an opportunity to review and revise this Judgment and are  
25 satisfied with its terms; the normal rules of construction to the effect that any ambiguities in this  
26 Judgment are to be resolved against the drafting party shall not be employed in the interpretation of  
27 this Judgment.

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1           21.13 Petitioner and Respondent each acknowledge, for himself or herself, that he or she has  
2 been advised that California Family Code Sections 721 and 1100 provide that a fiduciary and  
3 confidential relationship exists between spouses which "imposes a duty of the highest good faith and  
4 fair dealing on each spouse and neither shall take any unfair advantage of the other," that this  
5 obligation shall continue "until such time as the assets and liabilities have been divided by the parties  
6 or by a court," that said "duty includes the obligation to make full disclosure to the other spouse of all  
7 material facts and information regarding the existence, characterization and valuation of all assets in  
8 which the community has or may have an interest and debts for which the community is or may be  
9 liable, and to provide equal access to all information, records and books that pertain to the value and  
10 character of those assets and debts, upon request," that Family Code Section 2100(c) imposes upon  
11 each party a "continuing duty to immediately, fully and accurately update and augment" facts and  
12 information regarding the existence, characterization, and valuation of assets and liabilities in which  
13 the community has or may have an interest to the extent there have been material changes relative to  
14 such assets and liabilities, and that pursuant to Family Code Section 2102, such updates must be  
15 "immediate, full and accurate" to the extent there have been any material changes.

16           21.14 Petitioner and Respondent agree that this Judgment constitutes the entire agreement  
17 and understanding between Petitioner and Respondent with respect to the subject matter hereof, and  
18 supersedes and replaces all prior agreements and understandings whether oral or written. There are  
19 no other agreements, understandings, statements, representations, or warranties of the parties, oral or  
20 written, except as expressly set forth herein.

21           21.15 This Judgment, and each of the provisions herein, may not be altered, amended,  
22 terminated, modified, or waived, in whole or in part, except by an instrument in writing executed by  
23 both of the parties hereto with the same formality as this Judgment, or by further order of the Court.

24           21.16 Petitioner and Respondent agree that this Judgment is executed and intended to be  
25 performed in the State of California, and the laws of the State of California shall govern its  
26 interpretation and effect.

27           ///

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1           21.17 In each instance in this Judgment where one party indemnifies, renders a defense, and  
2 holds the other party harmless, such indemnification and agreement to hold harmless includes, but is  
3 not expressly limited to, the obligation to pay or reimburse the other party for all reasonable  
4 attorneys', accountants', and other experts' and consultants' fees, costs, and expenses which the  
5 other party may incur in defending herself or himself against a breach of such indemnity.

6           21.18 Each party warrants that he or she has read this Judgment and has had it fully  
7 explained to him or her by his or her own counsel. The parties acknowledge that the provisions of  
8 this Judgment are fair and reasonable. The parties acknowledge that the provisions of this Judgment  
9 have been negotiated with their participation and understanding.

10           21.19 Notices: Any notice under this Judgment must be in writing and shall be effective  
11 upon hand delivery or five (5) business days after deposit in the United States mail, postage prepaid,  
12 certified or registered, and addressed to Petitioner or to Respondent as follows:

13                           To Petitioner:           Amber Laura Depp  
14   c/o John Blakeman, CPA  
15   MGO  
16   2029 Century Park East, Suite 1500  
17   Los Angeles, CA 90067

18                           To Respondent:           John Christopher Depp  
19   c/o Edward White, C.P.A.  
20   EDWARD WHITE & CO., LLP  
21   21700 Oxnard Street, Ste. 400  
22   Woodland Hills, CA 91367

23           22.    **FINALITY OF JUDGMENT**

24           22.1 This Judgment is final and binding.

25           22.2 Both parties understand and acknowledge that this Judgment is final and binding.

26           22.3 The provisions of this Judgment constitute the parties' marital settlement agreement.

27           22.4 The provisions of the marital settlement agreement shall inure to the benefit of, and be  
28 binding upon, the parties and their respective heirs, executors, administrators, successors, assigns, and  
legal representatives.

///

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1           22.5   The parties waive their right to appeal, their right to request a Statement of Decision,  
2 their right to move for a new trial, and their right to file a motion pursuant to California Code of Civil  
3 Procedure Section 473.

4           22.6   Each party has had an opportunity to consult with attorneys, accountants, and other  
5 advisors of his or her own selection with respect to all matters within the scope of this action for  
6 dissolution of marriage, and each party has specifically obtained such advice as he or she has  
7 determined he or she desired from such attorneys, accountants, and other advisors. Either party's  
8 failure to investigate or confirm any matter pertaining to the parties' assets, liabilities, obligations,  
9 income or expenses, the facts upon which this Judgment is based, either party's failure to consult with  
10 an attorney, accountant, or other advisor, or either party's failure to follow the advice of any such  
11 attorney, accountant, or other advisor, shall not constitute grounds for setting aside this Judgment.

12 **23.   REVOCATION OF PENDENTE LITE ORDERS**

13           23.1   Except insofar as such orders are set forth in this Judgment, all prior *pendente lite*  
14 orders, including the automatic temporary restraining orders applicable to the parties upon the filing  
15 and service of the Petition for Dissolution of Marriage, are hereby revoked as of the Effective Date,  
16 and shall hereafter be of no further force or effect.

17           23.2   This Judgment may be executed in signed counterparts, each of which shall be deemed  
18 to be an original. A facsimile and/or electronic copy of the signature pages of this Judgment

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1 shall be deemed an original pursuant to *California Rule of Court*, Rule 2.305(d) and *California Civil*  
2 *Code*, Section 1633.7, respectively.

3 PETITIONER AND RESPONDENT HAVE READ THIS JUDGMENT AND EACH HAS HAD  
4 ITS TERMS EXPLAINED TO HIM OR HER BY HIS OR HER COUNSEL. EACH  
5 REPRESENTS THAT HE OR SHE UNDERSTANDS THE TERMS OF THIS JUDGMENT.  
6 THE FOREGOING STATEMENT IS NOT INTENDED TO IN ANY WAY "OPEN THE DOOR"  
7 TO A WAIVER OF THE ATTORNEY-CLIENT PRIVILEGE BETWEEN EACH PARTY AND  
8 HIS OR HER RESPECTIVE ATTORNEY; PROVIDED, THAT THE PRIVILEGE SHALL BE  
9 DEEMED WAIVED TO THE EXTENT OF THE FACTUAL REPRESENTATIONS  
10 CONTAINED IN SUCH STATEMENT. EACH PARTY ACKNOWLEDGES THAT A COURT  
11 MAY RULE OTHERWISE AND HOLD THAT NO ATTORNEY-CLIENT PRIVILEGE EXISTS  
12 BECAUSE OF THE STATEMENTS MADE IN THIS JUDGMENT. EACH PARTY AGREES  
13 THAT HE OR SHE IS AWARE OF AND ACCEPTS THAT RISK.

9 THE FOREGOING IS AGREED TO BY:

10 DATED: \_\_\_\_\_, 2016 DATED: \_\_\_\_\_, 2016  
11 SIGNATURE FOLLOWS  
12 AMBER LAURA DEPP, Petitioner JOHN CHRISTOPHER DEPP II (AKA  
13 JOHNNY DEPP), Respondent

14 APPROVED AS CONFORMING TO THE STIPULATION OF THE PARTIES:

15 DATED: \_\_\_\_\_, 2016 DATED: JANUARY 3, 2016  
16 SPECTOR LAW, A PROFESSIONAL LAW CORPORATION WASSER, COOPERMAN & MANDLES, P.C.  
17 By: SIGNATURE FOLLOWS By: \_\_\_\_\_  
18 SAMANTHA F. SPECTOR, ESQ. LAURA A. WASSER, ESQ.  
Attorney for Petitioner SAMANTHA KLEIN, ESQ.  
Attorneys for Respondent

19 DATED: \_\_\_\_\_, 2016 DATED: \_\_\_\_\_, 2016  
20 GREENBERG, GLUSKER, FIELDS, GLASER, WEIL, FINK, HOWARD,  
CLAMAN & MACHTINGER LLP AVCHEN & SHAPIRO, LLP  
21 SIGNATURE FOLLOWS SIGNATURE FOLLOWS  
22 By: \_\_\_\_\_ By: \_\_\_\_\_  
23 PIERCE O'DONNELL, ESQ. PATRICIA GLÄSER, ESQ.  
Attorneys for Petitioner KERRY GARVIS WRIGHT, ESQ.  
Attorneys for Respondent

24 IT IS SO ORDERED.

26 DATED: \_\_\_\_\_ HONORABLE CARL H. MOOR  
27 JUDGE OF THE SUPERIOR COURT

1 shall be deemed an original pursuant to *California Rule of Court*, Rule 2.305(d) and *California Civil*  
2 *Code*, Section 1633.7, respectively.

3 PETITIONER AND RESPONDENT HAVE READ THIS JUDGMENT AND EACH HAS HAD  
4 ITS TERMS EXPLAINED TO HIM OR HER BY HIS OR HER COUNSEL. EACH  
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13 THAT HE OR SHE IS AWARE OF AND ACCEPTS THAT RISK.

9 THE FOREGOING IS AGREED TO BY:

10 DATED: \_\_\_\_\_, 2016

DA [REDACTED] 2016

12 AMBER LAURA DEPP, Petitioner

JOHN CHRISTOPHER DEPP II (AKA  
JOHNNY DEPP), Respondent

14 APPROVED AS CONFORMING TO THE STIPULATION OF THE PARTIES:

15 DATED: \_\_\_\_\_, 2016  
SPECTOR LAW, A PROFESSIONAL LAW  
CORPORATION

DATED: JANUARY 3, 2016  
WASSER, COOPERMAN & MANDLES, P.C.

17 By: SAMANTHA F. SPECTOR, ESQ.  
Attorney for Petitioner

By: [REDACTED]  
LAURICA A. WASSER, ESQ.  
SAMANTHA KLEIN, ESQ.  
Attorneys for Respondent

19 DATED: \_\_\_\_\_, 2016  
GREENBERG, GLUSKER, FIELDS,  
CLAMAN & MACHTINGER LLP

DATED: JANUARY 4, 2016  
GLASER, WEIL, FEK, HOWARD,  
AVCHEN & SHAPIRO, LLP

22 By: PIERCE O'DONNELL, ESQ.  
Attorneys for Petitioner

By: [REDACTED]  
PATRICIA GLASER, ESQ.  
KERRY GARVIS WRIGHT, ESQ.  
Attorneys for Respondent

24 IT IS SO ORDERED.

26 DATED: \_\_\_\_\_

HONORABLE CARL H. MOOR  
JUDGE OF THE SUPERIOR COURT

1 shall be deemed an original pursuant to *California Rule of Court*, Rule 2.305(d) and *California Civil*  
2 *Code*, Section 1633.7, respectively.

3 PETITIONER AND RESPONDENT HAVE READ THIS JUDGMENT AND EACH HAS HAD  
4 ITS TERMS EXPLAINED TO HIM OR HER BY HIS OR HER COUNSEL. EACH  
5 REPRESENTS THAT HE OR SHE UNDERSTANDS THE TERMS OF THIS JUDGMENT.  
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8 HIS OR HER RESPECTIVE ATTORNEY; PROVIDED, THAT THE PRIVILEGE SHALL BE  
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CONTAINED IN SUCH STATEMENT. EACH PARTY ACKNOWLEDGES THAT A COURT  
MAY RULE OTHERWISE AND HOLD THAT NO ATTORNEY-CLIENT PRIVILEGE EXISTS  
BECAUSE OF THE STATEMENTS MADE IN THIS JUDGMENT. EACH PARTY AGREES  
THAT HE OR SHE IS AWARE OF AND ACCEPTS THAT RISK.

9 THE FOREGOING IS AGREED TO BY:



DATED: \_\_\_\_\_, 2016

JOHN CHRISTOPHER DEPP II (AKA  
JOHNNY DEPP), Respondent

13 APPROVED AS CONFORMING TO THE STIPULATION OF THE PARTIES:

14 DATED: \_\_\_\_\_, 2016  
15 SPECTOR LAW, A PROFESSIONAL LAW  
16 CORPORATION

DATED: \_\_\_\_\_, 2016  
WASSER, COOPERMAN & MANDLES, P.C.

17 By: SAMANTHA F. SPECTOR, ESQ.  
18 Attorney for Petitioner

By: LAURA A. WASSER, ESQ.  
SAMANTHA KLEIN, ESQ.  
Attorneys for Respondent

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21 C  


DATED: \_\_\_\_\_, 2016  
GLASER, WEIL, FINK, HOWARD,  
AYCHEN & SHAPIRO, LLP

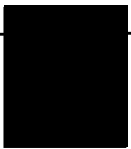
22 By: PIERCE O'DONNELL, ESQ.  
23 Attorneys for Petitioner

By: PATRICIA GLASER, ESQ.  
KERRY GARVIS WRIGHT, ESQ.  
Attorneys for Respondent

24 IT IS SO ORDERED.

25 DATED: \_\_\_\_\_

HONORABLE CARL H. MOOR  
JUDGE OF THE SUPERIOR COURT



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PLAINTIFF AND RESPONDENT HAVE READ THIS JUDGMENT AND EACH HAS HAD ITS TERMS EXPLAINED TO HIM OR HER BY HIS OR HER COUNSEL. EACH REPRESENTS THAT HE OR SHE UNDERSTANDS THE TERMS OF THIS JUDGMENT. THE FOREGOING STATEMENT IS NOT INTENDED TO IN ANY WAY "OPEN THE DOOR" TO A WAIVER OF THE ATTORNEY-CLIENT PRIVILEGE BETWEEN EACH PARTY AND HIS OR HER RESPECTIVE ATTORNEY, PROVIDED THAT THE PRIVILEGE SHALL BE DEEMED WAIVED TO THE EXTENT OF THE FACTUAL REPRESENTATIONS CONTAINED IN SUCH STATEMENT. EACH PARTY ACKNOWLEDGES THAT A COURT MAY RULE OTHERWISE AND HOLD THAT NO ATTORNEY-CLIENT PRIVILEGE EXISTS BECAUSE OF THE STATEMENTS MADE IN THIS JUDGMENT. EACH PARTY AGREES THAT HE OR SHE IS AWARE OF AND ACCEPTS THAT RISK.

THE FOREGOING IS AGREED TO BY:

DATED: \_\_\_\_\_ 2016

DATED: \_\_\_\_\_ 2016

AMBER LAURA DEPP, Petitioner

JOHN CHRISTOPHER LEPP & LAKY  
JOHN NY DEPP, Respondent

APPROVED AS CONFORMING TO THE STIPULATION OF THE PARTIES:

DATED: Jan. 13, 2016  
SPECTOR LAW, A PROFESSIONAL LAW  
CORPORATION

DATED: JANUARY 3, 2016  
WASSER, COOPERMAN & MANDLES, P.C.

By: \_\_\_\_\_  
Attorney for Petitioner

By: \_\_\_\_\_  
LAURKA WASSER, ESQ.  
SAMANTHA KLEIN, ESQ.  
Attorney for Respondent

DATED: \_\_\_\_\_ 2016  
GREENBERG GILSKER HELDS,  
CLAMAN & MACHING, R LLP

DATED: \_\_\_\_\_ 2016  
GLASER, WEIL, FINE, HOWARD,  
WCHEN & SHAPIRO, LLP

By: \_\_\_\_\_  
Atty for Petitioner

By: \_\_\_\_\_  
PATRICIA G. SUR, ESQ.  
KERRY CARVIS WRIGHT, ESQ.  
Attorney for Respondent

IT IS SO ORDERED.

DATED: \_\_\_\_\_

HONORABLE CARL H. MOOR  
JUDGE OF THE SUPERIOR COURT

1 shall be deemed an original pursuant to *California Rule of Court, Rule 2.305(d)* and *California Civil*  
2 *Code, Section 1633.7*, respectively.

3 PETITIONER AND RESPONDENT HAVE READ THIS JUDGMENT AND EACH HAS HAD  
4 ITS TERMS EXPLAINED TO HIM OR HER BY HIS OR HER COUNSEL. EACH  
5 REPRESENTS THAT HE OR SHE UNDERSTANDS THE TERMS OF THIS JUDGMENT.  
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CONTAINED IN SUCH STATEMENT. EACH PARTY ACKNOWLEDGES THAT A COURT  
MAY RULE OTHERWISE AND HOLD THAT NO ATTORNEY-CLIENT PRIVILEGE EXISTS  
BECAUSE OF THE STATEMENTS MADE IN THIS JUDGMENT. EACH PARTY AGREES  
THAT HE OR SHE IS AWARE OF AND ACCEPTS THAT RISK.

9 THE FOREGOING IS AGREED TO BY:

[Redacted Signature]

DATED: \_\_\_\_\_, 2016

JOHN CHRISTOPHER DEPP II (AKA  
JOHNNY DEPP), Respondent

APPROVED AS CONFORMING TO THE STIPULATION OF THE PARTIES:

14 DATED: \_\_\_\_\_, 2016  
15 SPECTOR LAW, A PROFESSIONAL LAW  
16 CORPORATION

DATED: \_\_\_\_\_, 2016  
WASSER, COOPERMAN & MANDLES, P.C.

17 By: SAMANTHA F. SPECTOR, ESQ.  
Attorney for Petitioner

By: LAURA A. WASSER, ESQ.  
SAMANTHA KLEIN, ESQ.  
Attorneys for Respondent

18 [Redacted Signature]

19 DATED: \_\_\_\_\_, 2016  
20 GLASER, WEIL, FINK, HOWARD,  
AVCHEN & SHAPIRO, LLP

21 [Redacted Signature]

By: PATRICIA GLASER, ESQ.  
KERRY GARVIS WRIGHT, ESQ.  
Attorneys for Respondent

24 IT IS SO ORDERED.

25 DATED: JAN 13 2017

26 [Redacted Signature]  
27 HONORABLE CARL H. MOOR  
JUDGE OF THE SUPERIOR COURT



# EXHIBIT B

Request for Domestic Violence Restraining Order

You must also complete Form CLETS-001, Confidential CLETS Information, and give it to the clerk when you file this Request.

1 Name of Person Asking for Protection:

AMBER LAURA DEPP Age: 30

Your lawyer in this case (if you have one):

Name: SAMANTHA E. SPECTOR, ESO State Bar No.: (SBN 204482)

Firm Name: SPECTOR LAW, A PROFESSIONAL LAW CORPORATION

Address (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):

Address: 1925 CENTURY PARK EAST, SUITE 200

City: LOS ANGELES, CALIFOR State: Zip:

Telephone: (310) 282-9478 Fax: (310) 220-3889

E-Mail Address: SS@SPECTORLAWFIRM.COM

2 Name of Person You Want Protection From:

JOHN CHRISTOPHER DEPP, II (AKA JOHNNY DEPP)

Description of person you want protection from:

Sex: [X] M [ ] F Height: 5'10" Weight: 175 Hair Color: Black Eye Color: Brown

Race: White Age: 52 Date of Birth:

Address (if known):

City: State: Zip:

3 Do you want an order to protect family or household members? [ ] Yes [X] No

If yes, list them:

Table with columns: Full Name, Sex, Age, Lives with you?, Relationship to you. Includes Yes/No checkboxes for each row.

[ ] Check here if you need more space. Attach a sheet of paper and write "DV-100, Protected People" for a title.

4 What is your relationship to the person in (2)? (Check all that apply):

- a. [X] We are now married or registered domestic partners.
b. [ ] We used to be married or registered domestic partners.
c. [X] We live together.
d. [ ] We used to live together.
e. [ ] We are related by blood, marriage, or adoption (specify relationship):
f. [ ] We are dating or used to date, or we are or used to be engaged to be married.
g. [ ] We are the parents together of a child or children under 18:

Child's Name: Date of Birth:
Child's Name: Date of Birth:
Child's Name: Date of Birth:

[ ] Check here if you need more space. Attach a sheet of paper and write "DV-100, Protected People" for a title.

h. [ ] We have signed a Voluntary Declaration of Paternity for our child or children. (Attach a copy if you have one).

Clerk stamps date here when form is filed.

CONFORMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles

MAY 27 2010

Sherril R. Carter, Executive Officer/Clerk By Gestelle Garmon, Deputy

Fill in court name and street address.

Superior Court of California, County of LOS ANGELES 111 NORTH HILL STREET 111 NORTH HILL STREET LOS ANGELES, CA 90012 CENTRAL

Court fills in case number when form is filed.

Case Number: BD 641 052

This is not a Court Order.

5 Other Court Cases

a. Have you or any other person named in 3 been involved in another court case with the person in 2?

No  Yes If yes, check each kind of case and indicate where and when each was filed:

Kind of Case	County or Tribe Where Filed	Year Filed	Case Number (if known)
<input checked="" type="checkbox"/> Divorce, Nullity, Legal Separation	LASC	2016	BD 641 052
<input type="checkbox"/> Civil Harassment			
<input type="checkbox"/> Domestic Violence			
<input type="checkbox"/> Criminal			
<input type="checkbox"/> Juvenile, Dependency, Guardianship			
<input type="checkbox"/> Child Support			
<input type="checkbox"/> Parentage, Paternity			
<input type="checkbox"/> Other (specify):			
<input type="checkbox"/> Check here if you need more space. Attach a sheet of paper and write "DV-100, Other Court Cases" for a title.			

b. Are there any domestic violence restraining/protective orders now (criminal, juvenile, family)?

No  Yes If yes, attach a copy if you have one.

Check the orders you want.

6  Personal Conduct Orders

I ask the court to order the person in 2 not to do the following things to me or anyone listed in 3:

- a.  Harass, attack, strike, threaten, assault (sexually or otherwise), hit, follow, stalk, molest, destroy personal property, disturb the peace, keep under surveillance, impersonate (on the Internet, electronically or otherwise), or block movements
- b.  Contact, either directly or indirectly, in any way, including but not limited to, by telephone, mail or e-mail or other electronic means

The person in 2 will be ordered not to take any action to get the addresses or locations of any protected person unless the court finds good cause not to make the order.

7  Stay-Away Order

a. I ask the court to order the person in 2 to stay at least 100 yards away from (check all that apply):

- Me  My vehicle
- My home  The child(ren)'s school or child care
- My job or workplace  Each person listed in 3
- My school  Other (specify):

b. If the person listed in 2 is ordered to stay away from all the places listed above, will he or she still be able to get to his or her home, school, job, workplace, or vehicle?  Yes  No (If no, explain):

8  Move-Out Order

(If the person in 2 lives with you and you want that person to stay away from your home, you must ask for this move-out order.)

I ask the court to order the person in 2 to move out from and not return to (address):

849 S. Broadway Avenue, Los Angeles, CA 90014

I have the right to live at the above address because (explain):

marital residence

**This is not a Court Order.**

**9 Guns or Other Firearms and Ammunition**

I believe the person in (2) owns or possesses guns, firearms, or ammunition.  Yes  No  I don't know  
*If the judge approves the order, the person in (2) will be ordered not to own, possess, purchase or receive a firearm or ammunition. The person will be ordered to sell to, or store with, a licensed gun dealer, or turn in to law enforcement, any guns or firearms that he or she owns or possesses.*

**10  Record Unlawful Communications**

I ask for the right to record communications made to me by the person in (2) that violate the judge's orders.

**11  Care of Animals**

I ask for the sole possession, care, and control of the animals listed below. I ask the court to order the person in (2) to stay at least 100 yards away from and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of the following animals: \_\_\_\_\_

Pistol, Yorkshire Terrier

I ask for the animals to be with me because: It is my pet.

**12  Child Custody and Visitation**

- a.  I do not have a child custody or visitation order and I want one.
- b.  I have a child custody or visitation order and I want it changed.

*If you ask for orders, you must fill out and attach Form DV-105, Request for Child Custody and Visitation Orders.*

*You and the other parent may tell the court that you want to be legal parents of the children (use Form DV-180, Agreement and Judgment of Parentage).*

**13  Child Support (Check all that apply):**

- a.  I do not have a child support order and I want one.
- b.  I have a child support order and I want it changed.
- c.  I now receive or have applied for TANF, Welfare, CalWORKS, or Medi-Cal.

*If you ask for child support orders, you must fill out and attach Form FL-150, Income and Expense Declaration or Form FL-155, Financial Statement (Simplified).*

**14  Property Control**

I ask the court to give *only* me temporary use, possession, and control of the property listed here:

Real property located at 849 S. Broadway Avenue, Los Angeles, CA 90014

**15  Debt Payment**

I ask the court to order the person in (2) to make these payments while the order is in effect:

*Check here if you need more space. Attach a sheet of paper and write "DV-100, Debt Payment" for a title.*

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_

**16  Property Restraint**

**I am married to or have a registered domestic partnership with the person in (2).** I ask the judge to order that the person in (2) not borrow against, sell, hide, or get rid of or destroy any possessions or property, except in the usual course of business or for necessities of life. I also ask the judge to order the person in (2) to notify me of any new or big expenses and to explain them to the court.

**This is not a Court Order.**

17  **Spousal Support**

I am married to or have a registered domestic partnership with the person in (2) and no spousal support order exists. I ask the court to order the person in (2) to pay spousal support. *(You must complete, file, and serve Form FL-150, Income and Expense Declaration, before your hearing).*

18  **Insurance**

I ask the court to order the person in (2) NOT to cash, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or coverage held for the benefit of me or the person in (2), or our child(ren), for whom support may be ordered, or both.

19  **Lawyer's Fees and Costs**

I ask that the person in (2) pay some or all of my lawyer's fees and costs.  
*You must complete, file, and serve Form FL-150, Income and Expense Declaration, before your hearing.*

20  **Payments for Costs and Services**

I ask the court to order the person in (2) to pay the following:  
*You can ask for lost earnings or your costs for services caused directly by the person in (2) (damaged property, medical care, counseling, temporary housing, etc.). You must bring proof of these expenses to your hearing.*

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

21  **Batterer Intervention Program**

I ask the court to order the person listed in (2) to go to a 52-week batterer intervention program and show proof of completion to the court.

22  **Other Orders**

What other orders are you asking for? 52-weeks of anger management courses.

*Check here if you need more space. Attach a sheet of paper and write "DV-100, Other Orders" for a title.*

23  **Time for Service (Notice)**

*The papers must be personally served on the person in (2) at least five days before the hearing, unless the court orders a shorter time for service. If you want there to be fewer than five days between service and the hearing, explain why below. For help, read Form DV-200-INFO, "What Is Proof of Personal Service?"*

24 **No Fee to Serve (Notify) Restrained Person**

*If you want the sheriff or marshal to serve (notify) the restrained person about the orders for free, ask the court clerk what you need to do.*

25 **Court Hearing**

The court will schedule a hearing on your request. If the judge does not make the orders effective right away ("temporary restraining orders"), the judge may still make the orders after the hearing. If the judge does not make the orders effective right away, you can ask the court to cancel the hearing. Read Form DV-112, *Waiver of Hearing on Denied Request for Temporary Restraining Order*, for more information.

**This is not a Court Order.**

**26 Describe Abuse**

Describe how the person in (2) abused you. Abuse means to intentionally or recklessly cause or attempt to cause bodily injury to you; or to place you or another person in reasonable fear of imminent serious bodily injury; or to harass, attack, strike, threaten, assault (sexually or otherwise), hit, follow, stalk, molest, keep you under surveillance, impersonate (on the Internet, electronically or otherwise), batter, telephone, or contact you; or to disturb your peace; or to destroy your personal property. (For a complete definition, see Fam. Code, §§ 6203, 6320.)

- a. Date of most recent abuse: 5/21/2016
- b. Who was there? Self, respondent
- c. Describe how the person in (2) abused you or your child(ren):  
See attached Declaration of Petitioner Amber Laura Depp

Check here if you need more space. Attach a sheet of paper and write "DV-100, Recent Abuse" for a title.

- d. Did the person in (2) use or threaten to use a gun or any other weapon?  No  Yes (If yes, describe):
- e. Describe any injuries: See attached Declaration and Exhibits
- f. Did the police come?  No  Yes  
If yes, did they give you or the person in (2) an Emergency Protective Order?  Yes  No  I don't know  
*Attach a copy if you have one.*  
The order protects  you or  the person in (2)
- g. Has the person in (2) abused you (or your children) other times?  
*If yes,  check here and use Form DV-101, Description of Abuse or describe any previous abuse on an attached sheet of paper and write "DV-100, Previous Abuse" for a title.*

**27 Other Persons to Be Protected**

The persons listed in item (3) need an order for protection because (describe):

**28** Number of pages attached to this form, if any: \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: May 26, 2016

AMBER LAURA DEPP  
*Type or print your name*

Date: May 26, 2016

SAMANTHA E. SPECTOR, ESQ.  
*Lawyer's name, if you have one*

[Redacted Signature]

*Lawyer's signature*

**This is not a Court Order.**

**DECLARATION OF PETITIONER  
AMBER LAURA DEPP**

2 ATTACHMENT TO FORM DV-100

3 DECLARATION OF AMBER LAURA DEPP

4 I, AMBER LAURA DEPP, declare as follows:

5 1. I am the Petitioner herein. I have firsthand personal knowledge of the facts stated  
6 herein and if called as a witness, I could and would competently testify thereto.

7 2. I submit this declaration in support of my Request for CLETS Domestic Violence  
8 Restraining Orders against Respondent John Christopher Depp II aka Johnny Depp ("Johnny").  
9 I am also requesting *pendente lite* spousal support, exclusive possession of the residence located  
10 at 849 S. Broadway in downtown Los Angeles ("Broadway residence"), exclusive possession of  
11 the 2015 Range Rover vehicle, and attorneys' fees.

12 3. Johnny and I began living together in or about 2012, and we were married on  
13 February 3, 2015. We do not have any children together.

14 4. During the entirety of our relationship, Johnny has been verbally and physically  
15 abusive to me. I endured excessive emotional, verbal and physical abuse from Johnny, which  
16 has included angry, hostile, humiliating and threatening assaults to me whenever I questioned  
17 his authority or disagreed with him.

18 5. Johnny has a long-held and widely-acknowledged public and private history of  
19 drug and alcohol abuse. He has a short fuse. He is often paranoid and his temper is  
20 exceptionally scary for me as it has proven many times to be physically dangerous and/or life-  
21 threatening to me. Johnny relationship with reality oscillates, depending upon his interaction with  
22 alcohol and drugs. As Johnny's paranoia, delusions and aggression increased throughout our  
23 relationship so has my awareness of his continued substance abuse. Because of this, I am  
24 extremely afraid of Johnny and for my safety. I am petrified he will return at any moment to the  
25 Broadway residence, to which he has full access to despite my repeated pleas to his security  
26 team to prevent otherwise and to protect me, if restraining orders are not immediately issued.  
27 I strongly believe that in addition to DVROs, Johnny also requires enrollment in anger  
28 management courses and a Batterer's intervention program.



2 **Recent Events Supporting the Basis of the Instant DVRO Request**

3 6. Since early 2013 and throughout the entirety of our marriage, Johnny and I have  
4 resided at the Broadway residence. The residence is compromised of connected units. I am  
5 requesting exclusive possession and use of the 3 unit condominium (i.e., Units 3, 4 and 5).

6 7. On April 21, 2016, I celebrated my birthday with my friends at the Broadway  
7 residence. As everyone was preparing to leave my birthday party, Johnny showed up, inebriated  
8 and high. After my guests had left, Johnny and I had a discussion about his absence from my  
9 birthday celebration which deteriorated into a bad argument that started with Johnny throwing a  
10 magnum size bottle of champagne at the wall and a wine glass on me and the floor --both which  
11 shattered. Johnny then grabbed me by the shoulders and pushed me onto the bed, blocking the  
12 bedroom door. He then grabbed me by the hair and violently shoved me to the floor. Johnny was  
13 also screaming and threatening me, taunting me to stand up. After several minutes, Johnny  
14 stormed out of the condominium, but not before tossing aside and breaking nearly everything in  
15 his path.

16 8. I did not see Johnny again for another month.

17 9. The next time I saw him was on May 21, 2016. He arrived at the Broadway  
18 residence at approximately 7:15 p.m. He was inebriated and high. At the time of Johnny's arrival,  
19 my friend Elizabeth Marz was present, along with my friend Raquel Rose Pennington and her  
20 fiancé Joshua Drew who live in the adjacent apartment at the Broadway residence.

21 10. When Johnny arrived, at first, we were having a peaceful conversation in our living  
22 room talking about his mother's passing as I tried to comfort him while we sat on the couch.  
23 Suddenly, he began obsessing about something that was untrue and his demeanor changed  
24 dramatically. He became extremely angry. I tried to calm Johnny down by calling one of his  
25 trusted employees to alleviate his misplaced concerns, but it did not work.

26 11. Johnny was becoming increasingly enraged. I began to have concerns for my  
27 safety and sent a text to my friend Raquel who was in the condominium next door. I texted her  
28 to ask her to come over. As Johnny continued to rant in an aggressive and incoherent manner,

2 he then demanded we call our friend iO Tillet Wright ("iO") to prove his paranoid and irrational  
3 accusations about some delusional idea he was having.

4 12. As my call to iO went through on speaker phone, Johnny ripped the cell phone  
5 from my hand and began screaming profanities and insults at iO. I heard iO yell at me to get out  
6 of the house. Johnny then grabbed the cell phone, wound up him arm like a baseball pitcher and  
7 threw the cell phone at me striking my cheek and eye with great force.

8 13. I immediately covered my face and was crying because of the pain resulting from  
9 the phone hitting me. Johnny charged at me, insisting on seeing my face. He taunted me,  
10 challenged whether or not the cell phone actually hit me. He then forcefully pulled back my hair  
11 as I attempted to stand up from the sofa. I then yelled out "Call 911" – hoping it would be heard  
12 by iO who was still on the phone. Johnny continued screaming at me, pulling my hair, striking me  
13 and violently grabbing my face.

14 14. Raquel entered the condominium using the key I had previously provided to her.  
15 I then escaped Johnny's grasp as he momentarily seemed distracted by Raquel's entrance.

16 15. Johnny then charged me again after I had moved to the other side of the room.  
17 Raquel ran in between us and begged Johnny to stop. He then slapped away her arms that she  
18 had extended in a defensive manner and continued to yell obscenities at her.

19 16. I retreated to the couch. Raquel then came over to covered me in a protectively  
20 posture, while Johnny then picked up the magnum size bottle of wine he had been drinking out  
21 of, and he started swinging it around, smashing everything he could.

22 17. Johnny then stormed at me once again, demanding that I get up and stand. He  
23 did this – about ten times – getting closer to me, louder and more threatening each time.  
24 Johnny's security team, that included, Judge Jerry, entered the condominium at this time, but they  
25 stood back without saying or doing anything. I yelled to Jerry to please help me and told him that  
26 if Johnny hit me one more time I was going to call the police. I heard Jerry say, "Boss, Please."  
27 But Johnny continued screaming and breaking things, finally leaving the condominium.

28 18. As Johnny went down the hallway, he smashed another bottle of wine and then

2 went into the adjoining condominium unit I use as my office, painting studio and closet. I could  
3 hear him destroying items of my personal property as he continued screaming.

4 19. Joshua and Raquel took me into their condominium for safety. Eventually I did not  
5 hear Johnny any more.

6 20. Collectively attached hereto as Exhibit "A" are photographs depicting the injuries  
7 to my face and the property damage caused by Johnny.

8 21. I live in fear that Johnny will return to the Broadway residence unannounced to  
9 terrorize me, physically and emotionally. I require the protection of this Court via the issuance  
10 of Domestic Violence restraining orders. There also have been several prior incidents of  
11 domestic violence with Johnny, in particular there was one severe incident in December 2015  
12 when I truly feared that my life was in danger.

13 22. In addition to the DVROs I am seeking, as I have no place to live other than the  
14 Broadway residence (my home for the past two years), I am requesting exclusive use and  
15 possession of said property. I also require exclusive use and possession of the Range Rover  
16 vehicle, which I am currently using. Further, I am requesting possession of my dog Pistol.

17 23. Although Johnny is extremely wealthy, he refuses to provide me with any direct  
18 financial support. Concurrent with this filing I am providing an Income and Expense Declaration.  
19 I am requesting \$50,000 a month as and for *pendente lite* spousal support based on our marital  
20 lifestyle.

21 24. Except as to that which is based on information and belief, I have personal  
22 knowledge of the matters set forth herein and, and if sworn as a witness, I could and would  
23 competently testify thereto. This declaration is being submitted in lieu of personal testimony  
24 pursuant to *Code of Civil Procedure* §§ 2009 and 2015.5, *California Rules of Court*, Rule 5.118(f),  
25 and *Reifler v. Superior Court* (1974) 39 Cal.App.3d 479.

26 I declare, under penalty of perjury pursuant to the laws of the State of California, that the  
27 foregoing is true and correct. Executed this 26th day of May, 2016 at Los Angeles, California

28 see signature on DV-100 form  
AMBER LAURA DEPP

**DECLARATION OF  
RAQUEL ROSE PENNINGTON**

2 ATTACHMENT TO FORM DV-100

3 DECLARATION OF RAQUEL ROSE PENNINGTON

4 I, RAQUEL ROSE PENNINGTON, declare as follows:

5 1. I have firsthand personal knowledge of the facts stated herein and if called as a  
6 witness, I could and would competently testify thereto.

7 2. I submit this declaration in support of Petitioner AMBER LAURA DEPP's ("Amber")  
8 Request for CLETS Domestic Violence Restraining Orders against Respondent John Christopher  
9 Depp II aka Johnny Depp ("Johnny").

10 3. I have been friends with Amber since 2003. My fiancé Joshua Drew and I live in  
11 one of the condominiums located at 849 South Broadway in Los Angeles. I have a key to the  
12 condominium units which Amber shares with Johnny.

13 4. On May 21, 2016, I was in my condominium with Joshua when I received a text  
14 message from Amber at approximately 8:06 p.m., asking me to come over to her condominium  
15 unit.

16 5. I immediately went over to Amber's place. When I got to the door, I could hear  
17 Amber and Johnny arguing inside. I knocked on the locked door, but there was no answer, so  
18 I quickly ran back to my apartment to get my key to open Amber's door.

19 6. I returned to Amber's condominium less than a minute later. When I opened the  
20 door, I saw Amber by the couch in the living room covering her head with her arms and hands,  
21 as Johnny was loudly screaming at her.

22 7. I ran over and stood in between Johnny and Amber, begging Johnny to stop yelling  
23 at her. I put my hands out in a defensive manner motioning him to stop. Johnny slapped my  
24 hands away and screamed foul obscenities at me. I then tried to covered Amber up with my body  
25 to protect her from him.

26 8. Johnny picked up a magnum size bottle of wine and began swinging it like a  
27 baseball bat. Wine was flying all over the walls, floors and furniture, and he began using the  
28 bottle to smash everything he could.

2 9. He then charged at Amber, screaming at her to stand up. He repeatedly yelled  
3 at Amber to stand up -- about ten times -- and each time, he got closer, louder and more  
4 threatening.

5 10. Johnny's security team then arrived, which included Jerry Judge, but they each  
6 stood back and did not say or do anything.

7 11. Amber pleaded with Jerry to help and said that if Johnny hit her one more time she  
8 was going to call the police.

9 12. Jerry said "Boss. Please."

10 13. Johnny continued screaming and breaking things, before finally walking out of the  
11 apartment and into the hallway where he continued screaming and breaking things.

12 14. I could hear Johnny go into Amber's private condominium, where she keeps her  
13 personal belongings and artwork, and continue to scream and break things.

14 15. Joshua came into the condominium unit and together we took Amber into our  
15 condominium unit for safety.

16 16. I observed that Amber sustained a significant injury to her right eye as a result of  
17 the incident with Johnny, as there was redness and swelling. Amber was crying, shaking and very  
18 afraid of Johnny.

19 17. Finally, I heard Johnny leave the premises. I then took pictures of Amber's face  
20 which are attached as Exhibit "A" to the Declaration of Amber.

21 18. Many times over the past few years, Amber has confided and complained to me  
22 about Johnny's abusing her, both physically and verbally.

23 ///

24 ///

25 ///

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27

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2 19. Except as to that which is based on information and belief, I have personal  
3 knowledge of the matters set forth herein and, and if sworn as a witness, I could and would  
4 competently testify thereto. This declaration is being submitted in lieu of personal testimony  
5 pursuant to *Code of Civil Procedure* §§ 2009 and 2015.5, *California Rules of Court*, Rule 5.118(f),  
6 and *Reifler v. Superior Court* (1974) 39 Cal.App.3d 479.

7 I declare, under penalty of perjury pursuant to the laws of the State of California, that the  
8 foregoing is true and correct. Executed this 27th day of May, 2016 at Los Angeles, California.

9  
10 see facsimile signature on next page  
11 RAQUEL ROSE PENNINGTON

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19. Except as to that which is based on information and belief, I have personal knowledge of the matters set forth herein and, and if sworn as a witness, I could and would competently testify thereto. This declaration is being submitted in lieu of personal testimony pursuant to *Code of Civil Procedure* §§ 2009 and 2015.5, *California Rules of Court*, Rule 5.118(f), and *Reifler v. Superior Court* (1974) 39 Cal.App.3d 479.

I declare, under penalty of perjury pursuant to the laws of the State of California, that the foregoing is true and correct. Executed this 27th day of May, 2016 at Los Angeles, California.

  
RAQUEL ROSE PENNINGTON



EXHIBIT A







1 SAMANTHA F. SPECTOR, ESQ. (State Bar 204482)  
2 SPECTOR LAW, A Professional Law Corporation  
3 1925 Century Park East, Suite 200  
4 Los Angeles, California 90067  
5 Telephone: 310.282.9478  
6 Facsimile: 310.220.3889

7 Attorneys for Petitioner,  
8 AMBER LAURA DEPP

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

MAY 27 2016

Sheri R. Carter, Executive Officer/Clerk  
By Gestelle Gammage, Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 FOR THE COUNTY OF LOS ANGELES

11 In re the Marriage of:

12 Petitioner: AMBER LAURA DEPP,  
13 and

14 Respondent: JOHN CHRISTOPHER  
15 DEPP II (AKA JOHNNY  
16 DEPP)

CASE NO. BD 641 052

Judge: Hon. Carl H. Moor  
Department: 6

DECLARATION OF SAMANTHA F.  
SPECTOR, ESQ. RE EX PARTE NOTICE  
AND IN SUPPORT OF PETITIONER AMBER  
LAURA DEPP'S DVRO REQUEST

Date: May 27, 2016  
Time: 8:30 a.m.  
Dept.: 6

18 I, SAMANTHA F. SPECTOR, declare as follows:

19  
20 1. I am an attorney at law duly licensed to practice before all court of the State of  
21 California and I am the managing attorney at Spector Law, APLC, attorneys of record for  
22 Petitioner, Amber Laura Depp, herein. I have firsthand personal knowledge of the facts stated  
23 herein and if called as a witness, I could and would competently testify thereto.

24 EX PARTE NOTICE GIVEN

25 2. On May 26, 2016, at approximately 9:45 a.m., I telephoned Respondent John  
26 Christopher Depp II's ("Johnny") counsel, Laura Wasser, Esq. I asked to speak to Ms. Wasser  
27 and was told she was not available. I then requested to speak to Samantha Klein, Esq., and was  
28 also told she was unavailable. I was then directed to voicemails for both; instead I asked to speak

1 to Ms. Wasser's assistant, Linda Bigbee, and was told she too was unavailable and directed to  
2 her voicemail.

3 3. I left a voicemail for Ms. Wasser at 9:45 a.m. and advised her that Petitioner,  
4 Amber Laura Depp ("Amber"), would be appearing ex parte at 8:30 a.m. on Friday, May 27, 2016,  
5 in Department 6 of the Los Angeles Superior Court located at 111 North Hill Street, Los Angeles,  
6 California 90012 on the instant matter. Specifically, I stated that Amber would be requesting a DV  
7 CLETS TRO against Respondent John Christopher Depp II ("Johnny"), including requests for: (1)  
8 pendente lite spousal support payable by Johnny to Amber; (2) Amber's exclusive use and  
9 possession of the 849 S. Broadway residence; (3) exclusive use and possession of the black  
10 Range Rover vehicle which Amber is currently driving; (4) Amber's exclusive possession of the  
11 dogs, Pistol and Boo; and (5) a contributive payment by Johnny for Amber's attorney fees and  
12 accounting costs.

13 4. I then sent a follow-up email to Ms. Wasser stating all of the above in writing, and  
14 copying Ms. Klein and Ms. Bigbee. A true and correct copy of my email to Ms. Wasser dated  
15 May 26, 2016 at 9:52 a.m., confirming my ex parte notice, is attached hereto as Exhibit "A."

16 5. Thereafter, at approximately 9:59 a.m. I was able to speak directly to Mrs. Klein  
17 and I advised her of all of the above via telephone.

18 **ATTEMPTS TO RESOLVE ISSUES PRIOR TO INSTANT EX PARTE AND DVRO REQUEST**

19 6. I attempted to resolve this matter with Johnny's counsel prior to giving notice for  
20 the instant Request for Order re: Domestic Violence Restraining Orders.

21 7. On May 24, 2016, I sent a letter to Johnny's business attorney, Jacob A. Bloom.  
22 I stated that, although Amber had been attacked and remained in fear for her safety, given the  
23 notoriety of both parties and the high likelihood of press harassment, Amber would prefer to settle  
24 the matter amicably out of Court. A true and correct copy of my letter to Mr. Bloom dated May  
25 24, 2016, is attached hereto as Exhibit "B."

26 I declare, under penalty of perjury pursuant to the laws of the State of California, that the  
27 foregoing is true and correct. Executed this 27<sup>th</sup> day of May 2016, at Los Angeles, California.

28

  
SAMANTHA F. SPECTOR

Page 2

EXHIBIT A

## **Samantha F. Spector**

---

**From:** Samantha F. Spector  
**Sent:** Thursday, May 26, 2016 9:52 AM  
**To:** Laura Wasser  
**Cc:** 'Samantha Klein'; 'Linda Bigbee'  
**Subject:** Marriage of Depp - EX PARTE NOTICE 5/27/2016 8:30 am Dept 6 LASC

Hi Laura,

I called your office and requested to speak to you as well as to Samantha Klein. I was directed to each of your respective voicemails. I then asked to speak to your assistant Linda Bigbee and, in turn, received her voicemail as well.

Thus, as a follow up to my voicemail message left for you this morning at 9:45 am, I am confirming I have provided you with ex parte notice that we will be appearing on behalf of Amber Depp tomorrow, May 27, 2016 at 8:30 am in Dept. 6 of the Los Angeles Superior Court located at 111 North Hill Street, Los Angeles, CA 90012, before the Honorable Carl H. Moor, on an ex parte application to seeks a DV CLETS TRO order against Johnny Depp which will include requests for (1) pendente lite spousal support payable by Johnny to Amber; (2) Amber's exclusive use and possession of the 849 S. Broadway residence; (3) exclusive use and possession of the black Range Rover vehicle which Amber is currently driving; (4) Amber's exclusive possession of the dogs, Pistol and Boo; and (5) a contributive payment by Johnny for Amber's attorney fees and accounting costs.

Best,  
Samantha

Samantha F. Spector, Esq. | Partner  
SPECTOR LAW, A Professional Law Corporation  
1925 Century Park East, Suite 200  
Los Angeles, California 90067  
310.282.9478 | Office  
310.220.3889 | Fax



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# EXHIBIT B

EXHIBIT B



# SPECTOR LAW

1925 Century Park East, Suite 200, Los Angeles, California 90067 • 310.282.9478 tel • 310.220.3889 fax

SAMANTHA SPECTOR  
SPECTOR LAW FIRM, P.C.

May 24, 2016

VIA EMAIL AND U.S. MAIL

Jacob A. Bloom, Esq.  
Bloom Hergott Diemer Rosenthal LaViolette  
Feldman Schenkman Goodman, LLP  
150 South Rodeo Drive, Third Floor  
Beverly Hills, CA 90212  
Email: [jab@bhdrl.com](mailto:jab@bhdrl.com)

Re: In re Marriage of Depp

Dear Mr. Bloom:

Please be advised that our firm has filed a Petition for Dissolution of Marriage on behalf of Amber Depp.

As you may be aware, your client and Amber's husband, Johnny Depp, violently attacked and threatened Amber on Saturday night, May 21<sup>st</sup>, in their penthouse apartment located at 849 S. Broadway. There are several witnesses to this particular incident, and there are photographs depicting the property damage Johnny caused, as well as the physical injuries he inflicted on Amber.

Unfortunately, this is not the first incident of domestic violence perpetrated by Johnny against Amber. In fact, there have been two other incidents in the past six months. Although Amber is afraid of Johnny, she strongly insists that we do everything possible to keep this personal matter out of the media spotlight, which is why she has not yet sought a CLETS DV TRO and why we did not arrange for Johnny to have been personally served at last night's movie premiere.

Amber wishes to work quickly towards a private and amicable resolution of all matters, but she will need Johnny's immediate cooperation to do so. To this end, please have Johnny promptly sign and return by Friday, May 27, 2016, the enclosed Notice and Acknowledgment of Receipt form (FL-117 form) confirming service of the Summons, Petition, Family Law Case Cover Sheet and blank Response (FL-120 form). If the requested Notice is not signed and the original executed form is not returned to me by May 27<sup>th</sup>, we will have no alternative but to arrange for Johnny to be personally served.

In addition, we are requesting on Amber's behalf the following: (i) appropriate *pendente lite* support; (ii) exclusive use and possession of the black Range Rover, the vehicle she is currently

driving, with Johnny to continue to make all payments for any encumbrances thereon; (iii) exclusive use and possession of 849 S. Broadway, Penthouse Nos. 1, 3 and 5 with Johnny to continue to pay mortgage, utilities, etc. associated therewith; and (iv) a contribution towards her reasonable and necessary attorney's fees in the amount of \$100,000 and \$25,000 for forensic accounting costs, to be paid to my firm by close of business (5:00 pm) on May 27, 2016.

Further, I believe it would be beneficial for all if this case was assigned to a private retired judicial officer for all purposes. My proposed list of private retired judicial officers is as follows: Hon. Gretchen Taylor, Hon. Robert Schneider or Hon. Melinda Johnson. The fees of the judicial officer can be paid with funds from the parties' community estate. Kindly let me know at your earliest convenience if you and your client are agreeable to doing so as well as which judicial officers are acceptable. Upon hearing from you, I will have my assistant obtain rates and availabilities.

We are indeed hopeful that we can swiftly work out mutually acceptable short and long term solutions outside of the public eye.

Thank you. I look forward to your prompt follow up and reply.

VERY TRULY YOURS,  
SPECTOR LAW, APC

  
SAMANTHA F. SPECTOR

SFS:ks

Enclosures

cc: Client

# EXHIBIT C



# Notice of Court Hearing

Clerk stamps date here when form is filed.

**FILED**  
 Superior Court of California  
 County of Los Angeles

MAY 27 2016

Sharon [redacted] Executive Officer/Clerk  
 By [redacted] Deputy  
 [redacted] County Clerk

### 1 Name of Person Asking for Order:

AMBER LAURA DEPP  
 Your lawyer in this case (if you have one):  
 Name: SAMANTHA E. SPECTOR State Bar No.: 204482  
 Firm Name: SPECTOR LAW, A PROFESSIONAL LAW CORPORATION  
 Address (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):  
 Address: 1925 CENTURY PARK EAST, SUITE 200  
 City: LOS ANGELES State: CA Zip: 90067  
 Telephone: (310) 282-9478 Fax: (310) 220-3889  
 E-Mail Address: SS@SPECTORLAWFIRM.COM

Fill in court name and street address:  
 Superior Court of California, County of  
 LOS ANGELES  
 111 NORTH HILL STREET  
 111 NORTH HILL STREET  
 LOS ANGELES, CA 90012  
 CENTRAL

### 2 Name of Person to Be Restrained:

JOHN CHRISTOPHER DEPP II (AKA JOHNNY DEPP)  
 The court will fill out the rest of this form.

Clerk fills in case number when form is filed.  
 Case Number:  
 BD 641 052

### 3 Notice of Court Hearing

A court hearing is scheduled on the request for restraining orders against the person in **2**.

Hearing → Date	Date:	<u>6/17/16</u>	Time:	<u>8:30 am</u>	Name and address of court if different from above:
	Dept.:	<u>6</u>	Room:	<u>543</u>	

### 4 Temporary Restraining Orders (any orders granted are attached on Form DV-110)

- a. Temporary restraining orders for personal conduct, stay away, and protection of animals, as requested in Form DV-100, Request for Domestic Violence Restraining Order, are:
- (1)  All granted until the court hearing
  - (2)  All denied until the court hearing (specify reasons for denial in (b)):
  - (3)  Partly granted and partly denied until the court hearing (specify reasons for denial in (b)):
- b. Requested temporary restraining orders for personal conduct, stay away, and protection of animals are denied because:
- (1)  The facts as stated in form DV-100 do not show reasonable proof of a past act or acts of abuse. (Family Code, §§ 6320 and 6320.5)
  - (2)  The facts do not describe in sufficient detail the most recent incidents of abuse, such as what happened, the dates, who did what to whom, or any injuries or history of abuse.
  - (3)  Further explanation of reason for denial, or reason not listed above:  
Insufficient showing of need to protect pet dog.

**This is a Court Order.**



Case Number:  
BD 641 052

**5 Service of Documents and Time for Service—for Person in 1**

At least  five or  \_\_\_\_\_ days before the hearing, someone age 18 or older—not you or anyone else to be protected—must personally give (serve) a court's file-stamped copy of this form (DV-109, *Notice of Court Hearing*) to the person in 2 along with a copy of all the forms indicated below:

- a. Form DV-100, *Request for Domestic Violence Restraining Order*, (file-stamped) with applicable attachments
- b.  Form DV-110, *Temporary Restraining Order* (file-stamped) with applicable attachments if granted by the judge
- c. Form DV-120, *Response to Request for Domestic Violence Restraining Order* (blank form)
- d. Form DV-250, *Proof of Service by Mail* (blank form)
- e.  Other (specify): \_\_\_\_\_

Date: MAY 27 2010

\_\_\_\_\_  
Judicial Officer

CARL H. MOOR

**Right to Cancel Hearing; Information for the Person in 1**

- If item 4 (a)(2) or 4 (a)(3) is checked, the judge has denied some or all of the temporary orders you requested until the court hearing. The judge may make the orders you want after the court hearing. You can keep the hearing date, or you can cancel your request for orders so there is no court hearing.
- If you want to cancel the hearing, use Form DV-112, *Waiver of Hearing on Denied Request for Temporary Restraining Order*. Fill it out and file it with the court as soon as possible. You may file a new request for orders, on the same or different facts, at a later time.
- If you cancel the hearing, do not serve the documents listed in item 5 on the other person.
- If you want to keep the hearing date, you must have all of the documents listed in item 5 served on the other person within the time listed in item 5.
- At the hearing, the judge will consider whether denial of any requested orders will jeopardize your safety and the safety of children for whom you are requesting custody or visitation.
- You must come to the hearing if you want the judge to make restraining orders or continue any orders already made. If you cancel the hearing or do not come to the hearing, any restraining orders made on Form DV-110 will end on the date of the hearing.

**To the Person in 1**

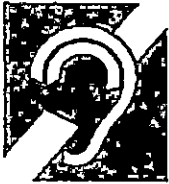
- The court cannot make the restraining orders after the court hearing unless the person in 2 has been personally given (served) a copy of your request and any temporary orders. To show that the person in 2 has been served, the person who served the forms must fill out a proof of service form. Form DV-200, *Proof of Personal Service* may be used.
- For information about service, read Form DV-210-INFO, *What Is "Proof of Personal Service"?*
- If you are unable to serve the person in 2 in time, you may ask for more time to serve the documents. Read Form DV-115-INFO, *How to Ask for a New Hearing Date*.

**This is a Court Order.**



**To the Person in 2**

- If you want to respond in writing, mail a copy of your completed Form DV-120, *Response to Request for Domestic Violence Restraining Order*, to the person in 1 and file it with the court. You cannot mail Form DV-120 yourself. Someone age 18 or older—not you—must do it.
- To show that the person in 1 has been served by mail, the person who mailed the forms must fill out a proof of service form. Form DV-250, *Proof of Service by Mail*, may be used. File the completed form with the court before the hearing and bring it with you to the hearing.
- For information about responding to a restraining order and filing your answer, read Form DV-120-INFO, *How Can I Respond to a Request for Domestic Violence Restraining Order?*
- Whether or not you respond in writing, go to the court hearing if you want the judge to hear from you before making orders. You may tell the judge why you agree or disagree with the orders requested. You may bring witnesses and other evidence.
- At the hearing, the judge may make restraining orders against you that could last up to five years.
- The judge may also make other orders about your children, child support, spousal support, money, and property and may order you to turn in or sell any firearms that you own or possess.



**Request for Accommodations**

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the hearing. Contact the clerk's office or go to [www.courts.ca.gov/forms](http://www.courts.ca.gov/forms) for *Request for Accommodations by Persons With Disabilities and Response* (Form MC-410). (Civil Code, § 54.8.)

(Clerk will fill out this part.)

**—Clerk's Certificate—**

I certify that this *Notice of Court Hearing* is a true and correct copy of the original on file in the court.

Date: MAY 27 2016 Clerk, b [Redacted] Deputy  
Gestelle Gammage



**This is a Court Order.**



**DV-110** Temporary Restraining Order

Person in ① must complete items ①, ②, and ③ only.

① Name of Protected Person:

AMBER LAURA DEPP

Your lawyer in this case (if you have one):

Name: SAMANTHA F. SPECTOR State Bar No.: 204482

Firm Name: SPECTOR LAW, A PROFESSIONAL LAW CORPORATION

Address (If you have a lawyer for this case, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, give a different mailing address instead. You do not have to give your telephone, fax, or e-mail.):

Address: 1925 CENTURY PARK EAST, SUITE 200

City: LOS ANGELES State: CA Zip: 90067

Telephone: (310) 282-9478 Fax: (310) 220-3889

E-mail Address: SS@SPECTORLAWFIRM.COM

② Name of Restrained Person:

JOHN CHRISTOPHER DEPP II (AKA JOHNNY DEPP)

Description of restrained person:

Sex:  M  F Height: 5'10" Weight: 175 Hair Color: BLACK Eye Color: BROWN  
 Race: WHITE Age: 52 Date of Birth: [REDACTED]  
 Address (if known): \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Relationship to protected person: HUSBAND

③  Additional Protected Persons

In addition to the person named in ①, the following persons are protected by temporary orders as indicated in items ⑥ and ⑦ (family or household members):

Full name	Relationship to person in ①	Sex	Age

Check here if there are additional protected persons. List them on an attached sheet of paper and write "DV-110, Additional Protected Persons" as a title.

The court will complete the rest of this form.

④ Court Hearing

This order expires at the end of the hearing stated below:

Hearing Date: June 17, 2016 Time: 8:30  a.m.  p.m.

**This is a Court Order.**

Temporary Restraining Order  
(CLETS-TRO)  
(Domestic Violence Prevention)

Clerk stamps date here when form is filed.

**FILED**  
Superior Court of California  
County of Los Angeles

MAY 27 2016

Sharon D. Corder, Executive Officer/Clerk  
By: [REDACTED] Deputy  
Gestelle Garrimaga

Fill in court name and street address:

Superior Court of California, County of  
LOS ANGELES  
111 NORTH HILL STREET  
111 NORTH HILL STREET  
LOS ANGELES, CA 90012  
CENTRAL

Court fills in case number when form is filed.

Case Number:  
BD 641 052

Case Number:  
BD 641 052

- 5  **Criminal Protective Order**
- a.  A criminal protective order on Form CR-160, *Criminal Protective Order--Domestic Violence*, is in effect.  
Case Number: \_\_\_\_\_ County: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- b.  No information has been provided to the judge about a criminal protective order.

**To the person in 2**

The court has granted the temporary orders checked below. If you do not obey these orders, you can be arrested and charged with a crime. You may be sent to jail for up to one year, pay a fine of up to \$1,000, or both.

- 6 **Personal Conduct Orders**  Not requested  Denied until the hearing  Granted as follows:
- a. You must not do the following things to the person in 1 and  persons in 3:
- Harass, attack, strike, threaten, assault (*sexually or otherwise*), hit, follow, stalk, molest, destroy personal property, disturb the peace, keep under surveillance, impersonate (*on the Internet, electronically or otherwise*), or block movements
  - Contact, either directly or indirectly, in any way, including but not limited to, by telephone, mail, e-mail or other electronic means
  - Take any action, directly or through others, to obtain the addresses or locations of the persons in 1 and 3. (If this item is not checked, the court has found good cause not to make this order.)
- b. Peaceful written contact through a lawyer or process server or another person for service of Form DV-120 (*Response to Request for Domestic Violence Restraining Order*) or other legal papers related to a court case is allowed and does not violate this order.
- c.  Exceptions: Brief and peaceful contact with the person in 1, and peaceful contact with children in 3, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

- 7 **Stay-Away Order**  Not requested  Denied until the hearing  Granted as follows:
- a. You must stay at least (*specify*): 100 yards away from (*check all that apply*):
- The person in 1
  - School of person in 1
  - The persons in 3
  - The children's school or child care
  - Home of person in 1
  - Other (*specify*): \_\_\_\_\_
  - The job or workplace of person in 1
  - \_\_\_\_\_
  - Vehicle of person in 1
  - \_\_\_\_\_
- b.  Exceptions: Brief and peaceful contact with the person in 1, and peaceful contact with children in 3, as required for court-ordered visitation of children, is allowed unless a criminal protective order says otherwise.

- 8 **Move-Out Order**  Not requested  Denied until the hearing  Granted as follows:
- You must take only personal clothing and belongings needed until the hearing and move out immediately from (*address*): 849 S. Broadway Ave., Los Angeles, CA 90014

**This is a Court Order.**

9 No Guns or Other Firearms or Ammunition

- a. You cannot own, possess, have, buy or try to buy, receive or try to receive, or in any other way get guns, other firearms, or ammunition.
- b. You must:
- Sell to, or store with, a licensed gun dealer, or turn in to a law enforcement agency, any guns or other firearms within your immediate possession or control. Do so within 24 hours of being served with this order.
  - Within 48 hours of receiving this order, file with the court a receipt that proves guns have been turned in, stored, or sold. (You may use Form DV-800, Proof of Firearms Turned In, Sold, or Stored, for the receipt.) Bring a court filed copy to the hearing.
- c.  The court has received information that you own or possess a firearm.

10 Record Unlawful Communications

- Not requested  Denied until the hearing  Granted as follows:

The person in ① can record communications made by you that violate the judge's orders.

11 Care of Animals  Not requested  Denied until the hearing  Granted as follows:

The person in ① is given the sole possession, care, and control of the animals listed below. The person in ② must stay at least \_\_\_\_\_ yards away from and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of the following animals: \_\_\_\_\_

12 Child Custody and Visitation  Not requested  Denied until the hearing  Granted as follows:

Child custody and visitation are ordered on the attached Form DV-140, *Child Custody and Visitation Order* or (specify other form): \_\_\_\_\_. The parent with temporary custody of the child must not remove the child from California unless the court allows it after a noticed hearing (Fam. Code, § 3063).

13 Child Support

Not ordered now but may be ordered after a noticed hearing.

14 Property Control  Not requested  Denied until the hearing  Granted as follows:

Until the hearing, *only* the person in ① can use, control, and possess the following property:

Real property located at 849 S. Broadway Ave., Los Angeles, CA 90014

15 Debt Payment  Not requested  Denied until the hearing  Granted as follows:

The person in ② must make these payments until this order ends:

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_

Pay to: \_\_\_\_\_ For: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Due date: \_\_\_\_\_

**This is a Court Order.**

16 **Property Restraint**  Not requested  Denied until the hearing  Granted as follows:  
If the people in ① and ② are married to each other or are registered domestic partners,  
 the person in ①  the person in ② must not transfer, borrow against, sell, hide, or get rid of or destroy  
any property, including animals, except in the usual course of business or for necessities of life. In addition,  
each person must notify the other of any new or big expenses and explain them to the court. (The person in ②  
cannot contact the person in ① if the court has made a "no contact" order.)  
Peaceful written contact through a lawyer or a process server or other person for service of legal papers related  
to a court case is allowed and does not violate this order.

17 **Spousal Support**  
Not ordered now but may be ordered after a noticed hearing.

18 **Insurance**  
 The person in ①  the person in ② is ordered NOT to cash, borrow against, cancel, transfer, dispose of,  
or change the beneficiaries of any insurance or coverage held for the benefit of the parties, or their child(ren), if  
any, for whom support may be ordered, or both.

19 **Lawyer's Fees and Costs**  
Not ordered now but may be ordered after a noticed hearing.

20 **Payments for Costs and Services**  
Not ordered now but may be ordered after a noticed hearing.

21 **Batterer Intervention Program**  
Not ordered now but may be ordered after a noticed hearing.

22 **Other Orders**  Not requested  Denied until the hearing  Granted as follows:  
Anger Management

Check here if there are additional orders. List them on an attached sheet of paper and write "DV-110, Other  
Orders" as a title.

23 **No Fee to Serve (Notify) Restrained Person**  
If the sheriff serves this order, he or she will do so for free.

Date: MAY 27 2016  
MAY 27 2016

[Redacted Signature]  
Judge (or Judicial Officer) **CARL H. MOOR**

**Warnings and Notices to the Restrained Person in ②**

If you do not obey this order, you can be arrested and charged with a crime.

- If you do not obey this order, you can go to jail or prison and/or pay a fine.
- It is a felony to take or hide a child in violation of this order.
- If you travel to another state or to tribal lands or make the protected person do so, with the intention of disobeying this order, you can be charged with a federal crime.

**This is a Court Order.**

**You cannot have guns, firearms, and/or ammunition.**



You cannot own, have, possess, buy or try to buy, receive or try to receive, or otherwise get guns, other firearms, and/or ammunition while the order is in effect. If you do, you can go to jail and pay a \$1,000 fine. You must sell to or store with a licensed gun dealer or turn in to a law enforcement agency any guns or other firearms that you have or control. The judge will ask you for proof that you did so. If you do not obey this order, you can be charged with a crime. Federal law says you cannot have guns or ammunition while the order is in effect.

**Service of Order by Mail**

If the judge makes a restraining order at the hearing, which has the same orders as in this form, you will get a copy of that order by mail at your last known address, which is written in ②. If this address is incorrect, or to find out if the orders were made permanent, contact the court.

**Child Custody, Visitation, and Support**

- **Child custody and visitation:** If you do not go to the hearing, the judge can make custody and visitation orders for your children without hearing from you.
- **Child support:** The judge can order child support based on the income of both parents. The judge can also have that support taken directly from a parent's paycheck. Child support can be a lot of money, and usually you have to pay until the child is age 18. File and serve a *Financial Statement (Simplified)* (Form FL-155) or an *Income and Expense Declaration* (Form FL-150) if you want the judge to have information about your finances. Otherwise, the court may make support orders without hearing from you.
- **Spousal support:** File and serve an *Income and Expense Declaration* (Form FL-150) so the judge will have information about your finances. Otherwise, the court may make support orders without hearing from you.

**Instructions for Law Enforcement**

This order is effective when made. It is enforceable by any law enforcement agency that has received the order, is shown a copy of the order, or has verified its existence on the California Law Enforcement Telecommunications System (CLETS). If the law enforcement agency has not received proof of service on the restrained person, and the restrained person was not present at the court hearing, the agency shall advise the restrained person of the terms of the order and then shall enforce it. Violations of this order are subject to criminal penalties.

**Arrest Required if Order Is Violated**

If an officer has probable cause to believe that the restrained person had notice of the order and has disobeyed the order, the officer must arrest the restrained person. (Penal Code, §§ 836(c)(1), 13701(b).) A violation of the order may be a violation of Penal Code section 166 or 273.6.

**If the Protected Person Contacts the Restrained Person**

Even if the protected person invites or consents to contact with the restrained person, the orders remain in effect and must be enforced. The protected person cannot be arrested for inviting or consenting to contact with the restrained person. The orders can be changed only by another court order. (Pen. Code, §13710(b).)

**This is a Court Order.**

### Conflicting Orders—Priorities for Enforcement

If more than one restraining order has been issued protecting the protected person from the restrained person, the orders must be enforced according to the following priorities (see Pen. Code, § 136.2, and Fam. Code, §§ 6383(h), 6405(b)):

1. *EPO*: If one of the orders is an *Emergency Protective Order* (Form EPO-001), and it is more restrictive than other restraining or protective orders, it has precedence in enforcement over all other orders.
2. *No-Contact Order*: If there is no EPO, a no-contact order that is included in a restraining or protective order has precedence in enforcement over any other restraining or protective order.
3. *Criminal Order*: If none of the orders includes a no-contact order, a domestic violence protective order issued in a criminal case takes precedence in enforcement over any conflicting civil court order. Any nonconflicting terms of the civil restraining order remain in effect and enforceable.
4. *Family, Juvenile, or Civil Order*: If more than one family, juvenile, or other civil restraining or protective order has been issued, the one that was issued last must be enforced.

### Child Custody and Visitation

- The custody and visitation orders are on Form DV-140, items ③ and ④. They are sometimes also written on additional pages or referenced in DV-140 or other orders that are not part of the restraining order.
- Forms DV-100 and DV-105 are not orders. Do not enforce them.

#### Certificate of Compliance With VAWA

This temporary protective order meets all "full faith and credit" requirements of the Violence Against Women Act, 18 U.S.C. § 2265 (1994) (VAWA) upon notice of the restrained person. This court has jurisdiction over the parties and the subject matter; the restrained person has been or will be afforded notice and a timely opportunity to be heard as provided by the laws of this jurisdiction. This order is valid and entitled to enforcement in each jurisdiction throughout the 50 states of the United States, the District of Columbia, all tribal lands, and all U.S. territories, commonwealths, and possessions and shall be enforced as if it were an order of that jurisdiction.



(Clerk will fill out this part.)

#### -Clerk's Certificate-

I certify that this *Temporary Restraining Order* is a true and correct copy of the original on file in the court.

**MAY 27 2016**

Date: \_\_\_\_\_ Clerk, b. \_\_\_\_\_ Deputy

Gestelle Gammage

**This is a Court Order.**

# EXHIBIT D

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

AUG 16 2016

Sherri R. Carter, Executive Officer/Clerk  
By Gestelle Gammage, Deputy

1 Laura A. Wasser, Esq. (SBN 173740)  
Samantha Klein, Esq. (SBN 222414)  
2 Lisa P. Sutton, Esq. (SBN 276183)  
WASSER, COOPERMAN & MANDLES, P.C.  
3 2049 Century Park East, Suite 800  
Los Angeles, California 90067-3110  
4 Telephone No.: (310) 277-7117  
5 Facsimile No.: (310) 553-1793

6 Attorneys for Respondent

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF LOS ANGELES

11 In re the Marriage of ) CASE NO. BD641052  
12 Petitioner: AMBER LAURA DEPP ) [Assigned to Dept. 6,  
13 and ) Hon. Carl H. Moor]  
14 Respondent: JOHN CHRISTOPHER DEPP )  
15 II (AKA JOHNNY DEPP) ) **STIPULATION AND ORDER RE**  
16 ) **DISMISSAL OF PETITIONER'S**  
17 ) **REQUEST FOR DOMESTIC VIOLENCE**  
18 ) **RESTRAINING ORDERS**

19 WHEREAS Petitioner filed on May 23, 2016 a Petition for Dissolution of Marriage;  
20 WHEREAS Respondent filed on May 25, 2016 a Response and Request for Dissolution of  
21 Marriage;  
22 WHEREAS Petitioner filed on May 27, 2016 an Ex Parte Request for Domestic Violence  
23 Restraining Orders against Respondent;  
24 WHEREAS the Court issued Temporary Restraining Orders against Respondent pending  
25 hearing on June 17, 2016;  
26 WHEREAS the Court continued the June 17, 2016 hearing to August 15/16, 2016 and on  
27 June 16, 2016 extended the Temporary Restraining Orders against Respondent pending hearing;  
28 WHEREAS on August 9, 2016, the Court transferred the August 15/16, 2016 hearing to a



1 long-cause trial judge, and it also continued the August 15/16, 2016 hearing to August 17, 2016; on  
2 August 9, 2016, the Court extended the Temporary Restraining Orders against Respondent pending  
3 the August 17, 2016 hearing;

4 IT IS HEREBY STIPULATED by and between Petitioner and Respondent individually and  
5 by and through their respective counsel of record as follows:

6 1. Petitioner's Request for Domestic Violence Restraining Orders against Respondent  
7 shall forthwith be dismissed with prejudice. The parties agree that the August ~~15~~<sup>17</sup>, 2016 hearing  
8 shall be taken off calendar forthwith and no further hearing on this matter shall be scheduled.

9 2. The Temporary Restraining Orders against Respondent shall forthwith terminate and  
10 cease to be of any force and/or effect.

11 3. This Stipulation may be executed in signed counterparts, each of which shall be  
12 deemed to be an original. A facsimile and/or electronic copy of the signature pages of this  
13 Stipulation shall be deemed an original pursuant to *California Rule of Court*, Rule 2.305(d) and  
14 *California Civil Code*, Section 1633.7, respectively.

15 **THE FOREGOING IS AGREED TO BY:**

16 DATED: August 11, 2016  
17  
18 \_\_\_\_\_  
Attorney for

DATED: August 15, 2016  
\_\_\_\_\_  
JOHN CHRISTOPHER DEPP  
(AKA JOHNNY DEPP), Respondent

19 **APPROVED AS CONFORMING TO THE AGREEMENT OF THE PARTIES:**

20 DATED: August 11, 2016  
21 SPECTOR LAW  
A Professional Law Corporation

DATED: August 15, 2016  
22 WASSER, COOPERMAN & MANDLES  
Professionals

23 By: \_\_\_\_\_  
24 SAMANTHA F. SPECTOR  
Attorneys for Petitioner

23 By: \_\_\_\_\_  
24 LAURA A. WASSER  
SAMANTHA KLEIN  
Attorneys for Respondent

25 **ORDER**

26 GOOD CAUSE APPEARING, IT IS SO ORDERED.

27 DATED: **AUG 16 2016**  
28 \_\_\_\_\_

**CARL H. MOOR**  
\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT