

III.

CONCLUSION

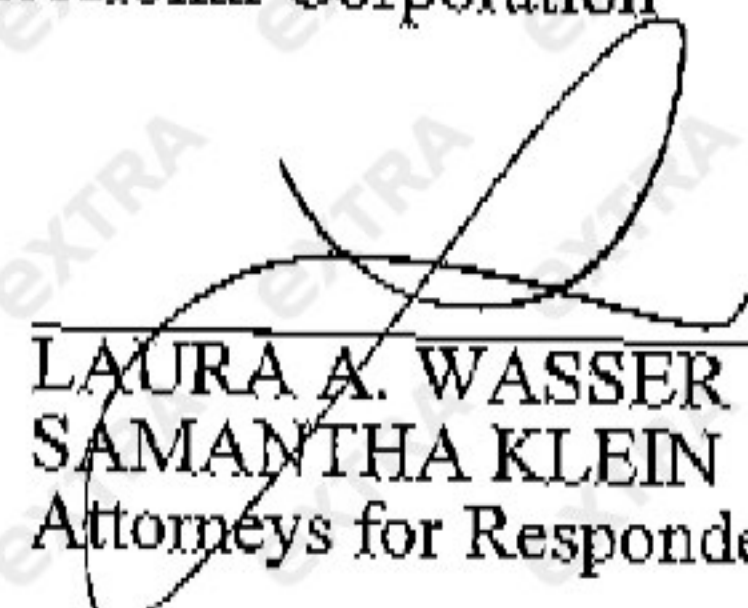
For all of the foregoing reasons, Johnny respectfully requests that the Court issue the protective order and quash subpoenas as set forth in Attachment 8.

DATED: July 18, 2016

Respectfully submitted,

WASSER, COOPERMAN & MANDLES
A Professional Corporation

By:



LAURA A. WASSER
SAMANTHA KLEIN
Attorneys for Respondent

DECLARATION OF LAURA A. WASSER, ESQ.

I, Laura A. Wasser, hereby declare as follows:

1. I am an attorney at law duly licensed to practice before all courts of the State of California, and am a partner in the firm of Wasser, Cooperman & Mandles, P.C., attorneys of record for Respondent John Christopher Depp II ("Johnny") herein. I have personal knowledge of the following facts, and if called as a witness, I could and would competently testify thereto. I am submitting this declaration in support of Johnny's request that the Court issue a protective order and quash subpoenas in part.

2. Johnny and Petitioner Amber Laura Depp ("Amber") married on February 3, 2015. They have no children together. Amber filed a Petition for Dissolution of Marriage on May 23, 2016. This office filed Johnny's Response and Request for Dissolution on May 25, 2016. On May 27, 2016, Amber applied ex parte for Temporary Restraining Orders against Johnny. Orders were issued pending an evidentiary hearing that is currently scheduled for August 15 and 16, 2016.

3. Since the filing of Amber's Petition, I have seen numerous articles regarding this case published in the media on a daily basis. Many of the articles cite "sources close to Amber." My office therefore requested that Amber and her counsel sign a confidentiality agreement. We sent Amber's attorney Samantha Spector a proposed confidentiality agreement on May 27, 2016. A true and correct copy of our May 27, 2016 letter and proposed agreement is attached as **Exhibit A**.

4. Ms. Spector subsequently advised that she and her client would not sign the agreement we had drafted and did not propose revisions. We also requested that Amber's forensic accountant who intended to review information at Johnny's accountants' office sign a non-disclosure agreement. Ms. Spector also declined to allow her expert to execute this agreement.

5. Our office continued to make numerous efforts to try to settle this case. For instance, on June 11, 2016 I emailed Ms. Spector to again implore her to participate in meaningful settlement discussions in order to avoid further media exposure and resolve this matter amicably for our clients.

6. On June 13, 2016, my office sent multiple letters to Ms. Spector. We again asked that Amber participate in mediation and indicated that Johnny was willing to use the mediator Amber proposed but had still failed to schedule. We noted Amber's and/or her counsel's participation in a

1 media story which contained specific provisions from our prior settlement communications. In
2 addition, we proposed another confidentiality agreement based on the "Los Angeles model" of the
3 Los Angeles Superior Court. True and correct copies of these three letters of June 13, 2016 are
4 attached collectively as **Exhibit B**.

5 7. On June 20, 2016, my office received a Demand for Production and Inspection of
6 Documents, Form Interrogatories, and a Demand for Preliminary Declaration of Disclosure. True
7 and correct copies of these discovery requests are attached collectively as **Exhibit C**. Johnny's
8 responses to these requests are currently due by July 20, 2016.

9 8. Over the next several days, we received notices to consumer for subpoenas Ms.
10 Spector issued upon Johnny's past and present financial advisors and his talent agents. True and
11 correct copies of these notices to consumer are attached collectively as **Exhibit D**. The production
12 deadlines for these subpoenas are July 20 and 22, 2016. It is my understanding that Johnny's current
13 financial advisors, who were only recently retained by Johnny this spring, are still in the process of
14 electronically converting and indexing documents they received from Johnny's prior financial
15 advisors, and that the totality of documents consists of tens of thousands of pages, if not more.

16 9. On June 30, 2016, my office wrote Ms. Spector and again requested that she and her
17 client execute a confidentiality agreement. We offered either of our two previously proposed drafts
18 and indicated that we were open to discussing revisions. We noted that in order to protect the
19 parties' privacy, particularly in light of the extraordinarily public nature of the proceedings thus far,
20 we could not produce responsive documents to Ms. Spector's discovery requests and subpoenas until
21 some kind of agreement regarding confidentiality was executed. A true and correct copy of our June
22 30, 2016 letter is attached as **Exhibit E**. Later that evening, we received a reply email from Ms.
23 Spector in which she and her client again inexplicably refused to execute a confidentiality agreement.

24 10. On July 12, 2016, I received a proposed stipulation from Ms. Spector which was
25 narrowly drafted in regards to confidentiality between the parties' financial advisors and/or experts
26 during a brief mediation period. The proposal did not limit the parties' ability to use information

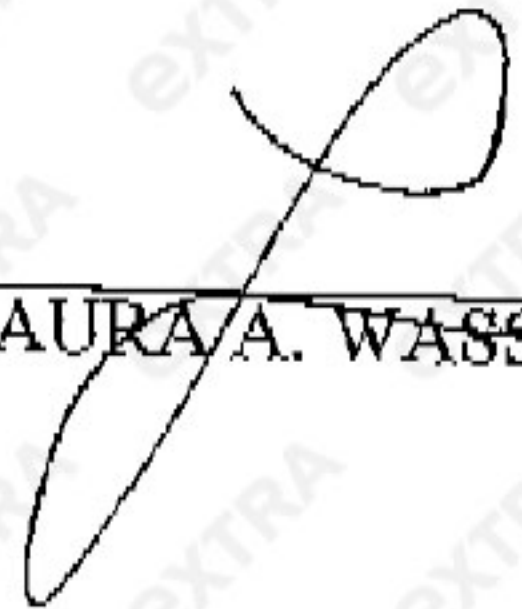
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1 and/or documents obtained in this action to this dissolution proceeding, and therefore, the proposal
2 did not address the privacy concerns we had raised numerous times.
3

4 I declare under penalty of perjury under the laws of the State of California that the foregoing
5 is true and correct.

6 Executed this 5 day of July, 2016, at Los Angeles, California.
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LAURA A. WASSER, ESQ.
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LAW OFFICES
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LISA P. SUTTON
NINA F. DRUCKER

MARY E. YATES
PARALEGAL

TELEPHONE: [REDACTED]
FACSIMILE: [REDACTED]

May 27, 2016

VIA E-MAIL

Samantha F. Spector, Esq.
SPECTOR LAW, A PROFESSIONAL LAW CORPORATION

[REDACTED]

Re: Marriage of Depp

Dear Samantha:

We are in the process of gathering information relevant to the resolution of the financial issues in this case. In order to facilitate such resolution and protect Amber and Johnny's privacy, we ask that both parties execute the attached confidentiality stipulation. Please advise whether Amber is agreeable to executing this stipulation.

As I advised in my email and telephone calls on May 26, 2016, Johnny's accountants at Edward White and Company will make themselves available at your convenience to discuss his financial circumstances. I have not heard from you as to your availability. Please provide dates and times when you are available, or alternatively, advise if you no longer wish to participate in a call.

In addition, I have not heard back from you regarding the appointment of the judicial officer we discussed earlier this week. On May 26, 2016, I sent you a draft stipulation for the appointment of Judge Schnider as the pro tem in this matter. It was my understanding from our many telephone conversations that you had agreed to Judge Schnider. Please advise if this is no longer the case.

It was my further understanding that you were agreeable to participating in mediation. You suggested Judge Taylor as a pro tem, so I intuited that she might also be an acceptable settlement judge. In my email of May 26, 2016, I sent you Judge Taylor's available dates. I also sent you the availability for Judges Bobb and Johnson in the event that you were not available on Judge Taylor's dates. I have not heard back from you on this issue. Please advise as

to Spector.052716.wpd

EXHIBIT 7

Samantha F. Spector, Esq.
Re: Marriage of Depp
May 27, 2016
Page 2

to your availability so that we can schedule mediation without delay. If you do not wish to participate in mediation, please advise of that as well.

We look forward to hearing from you.

Very truly yours,



SAMANTHA KLEIN

SK/LPS:dg/enc.

cc: Johnny Depp w/att. (Via Email)
Laura A. Wasser, Esq.

1 Laura A. Wasser, Esq. (SBN 173740)
2 Samantha Klein, Esq. (SBN 222414)
3 Lisa P. Sutton, Esq. (SBN 276183)
4 WASSER, COOPERMAN & MANDLES, P.C.

5 Telephone No.:
6 Facsimile No.:

7 Attorneys for Respondent

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES
11

12 In re the Marriage of	}	CASE NO. BD641052
13 Petitioner: AMBER LAURA DEPP		[Assigned to Dept. 6, Hon. Carl H. Moor]
14 and		
15 Respondent: JOHN CHRISTOPHER DEPP 16 II (AKA JOHNNY DEPP)	}	STIPULATION AND ORDER RE CONFIDENTIAL MATERIAL
17		

18
19 WHEREAS, each party has requested from the other and may in the future request
20 production of certain financial and other records;

21 WHEREAS, the parties to this Stipulation agree that the documents to be exchanged formally
22 or informally and produced by either party or third parties contain confidential material ("materials");
23 and that depositions, expert witness reports, tax returns, accountants' work papers, etc., may also
24 contain confidential material;

25 WHEREAS, the parties to this Stipulation acknowledge that confidential material could be
26 produced by either party during discovery; and

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1 WHEREAS, the parties to this Stipulation agree to the entry of this Order setting forth
2 procedures for, and rules governing, inspections and all future discovery by either Petitioner or
3 Respondent and use of any and all confidential material produced pursuant to discovery by either
4 party;

5 IT IS HEREBY STIPULATED between AMBER LAURA DEPP, Petitioner, and JOHN
6 CHRISTOPHER DEPP II (AKA JOHNNY DEPP), Respondent, that the Court may enter the
7 following ORDERS:

8 1. The parties, counsel for the parties and persons to whom material may be given or
9 disclosed in accordance with this Order shall not ever, orally or in writing, use, disclose, disseminate,
10 distribute, broadcast or publish the materials, or any information contained therein, for any purpose
11 except for this dissolution of marriage action, and for tax preparation and reporting purposes.

12 2. Materials produced or disclosed in this case shall not be disclosed except to the
13 parties, to non-expert witnesses, if necessary, to counsel for either party, to persons retained or
14 employed by counsel for either party, to tax advisers and to tax preparers to assist in preparation of
15 motions, requests for orders, appeal of this action, pleadings, oral testimony, oral argument, and at
16 trial.

17 3. With respect to third party expert or non-expert witnesses, each such person to whom
18 any party proposes to disclose material obtained by discovery in this action shall be advised of and
19 shall be bound by the provisions of this Order requiring that said material be held in confidence.
20 Material may not be disclosed to any third party expert or non-expert witness until such third party
21 expert or non-expert witness has signed an acknowledgment, in the form attached hereto as Exhibit
22 "A," that said third party expert or non-expert witness has read this Order and agrees to be bound by
23 it.

24 4. Subject to the provisions of Paragraph 5, if a party or attorney desires to disclose
25 confidential materials to an individual who fails or refuses to sign Exhibit "A," then the attorney
26 shall file a motion seeking relief from the requirements of this stipulation with respect to said

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1 individual, and/or such other orders as appropriate, and no disclosure shall be made to such
2 individual until the matter has been resolved by agreement or court order. Disclosure to any person
3 or entity includes oral or written disclosure as well as visual inspection by any person or entity.

4 5. The provisions of Paragraph 4 above shall not apply when a party or an attorney
5 receives a subpoena for confidential material otherwise protected by this Stipulation. Any party or
6 counsel who, during the pendency of this action or within three (3) years thereafter, receives from a
7 non-party a subpoena or other process purporting to require disclosure of confidential materials
8 protected by this Stipulation, shall forthwith provide notice thereof to all other parties and counsel in
9 this matter.

10 6. Should any confidential material protected by this Stipulation be disclosed through
11 inadvertence or otherwise to any person or entity not entitled to receive same hereunder, then: i)
12 such person or entity shall be identified immediately, and (ii) such person or entity shall be requested
13 to sign an acknowledgment in the form of Exhibit "A," which Exhibit "A" shall be delivered to
14 counsel for both parties.

15 7. No person obtaining access to said documents shall make any copy thereof or reveal
16 the contents thereof or use any information contained therein for any purpose other than in
17 connection with this proceeding and under the procedures set forth herein.

18 8. This Stipulation and Order is intended solely to facilitate the preparation and trial of
19 this case and protect the parties and nothing in it shall be construed as an admission or agreement by
20 any party that designated material does or does not in fact contain proprietary or confidential
21 materials or trade secrets.

22 9. This Order is without prejudice to any party's right to make a motion to the Court to
23 supplement or modify this Order at any time.

24 10. Upon final determination of this action, including all appeals, at the request of
25 Petitioner, Respondent or other parties, if any, all original confidential materials, including any
26 copies or extracts thereof, but excluding any materials, which in the judgment of counsel are work
27 product materials, shall be returned to the originating party. Upon express approval of the Court,
28 after final determination of this action, counsel will take such steps as the requesting party may

1 reasonably request to insure the continued protection of information contained in work product
2 material.

3 11. Nothing contained herein shall limit either party's right to have access to any
4 information in any capacity to which he or she is otherwise entitled, including without limitation, as
5 a partner, director, officer or trustee.

6 12. The terms and provisions of this Confidentiality Order may be disseminated to
7 necessary third persons whose knowledge thereof is reasonably required to comply with the terms
8 thereof.

9 13. This Stipulation shall be binding and effective upon execution.

10 14. CONFIDENTIALITY: In the interest of privacy of the parties, this Stipulation and
11 Order is not being submitted to the Court for entry at this time. Nonetheless, this Stipulation and
12 Order is effective between the parties as a valid and binding agreement, whether or not it is ever
13 entered by the Court. Either party may file this Stipulation and Order with the Court as necessary to
14 enforce any term contained herein, provided that the party who alleges a breach:

15 (A) provides the other party with three (3) days advance written notice identifying the
16 alleged breach in order to allow him/her time to cure the breach and to comply with the terms of this
17 Stipulation and Order; and

18 (B) such breach has not been cured within the three (3) day time period. Either party
19 may attach this Stipulation and Order or reference the terms hereof in any relevant pleading he/she
20 files in this proceeding.

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

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

6
7 Dated: May __, 2016

8
9
10 AMBER LAURA DEPP, Petitioner

11
12 Dated: May __, 2016

13 JOHN CHRISTOPHER DEPP II
14 (AKA JOHNNY DEPP), Respondent

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

16 SPECTOR LAW, A PROFESSIONAL LAW CORP.

17
18 Dated: May __, 2016

19 By:

20 SAMANTHA SPECTOR, ESQ.
21 Attorneys for Petitioner

22 WASSER, COOPERMAN & MANDLES, P.C.

23
24 Dated: May __, 2016

25 By:

26 LAURA A. WASSER, ESQ.
27 SAMANTHA KLEIN, ESQ.
28 Attorneys for Respondent

ORDER

Based upon the foregoing and good cause appearing therefor, IT IS SO ORDERED.

DATED: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT "A"

ACKNOWLEDGMENT RE STIPULATION AND ORDER

THE UNDERSIGNED hereby acknowledges that he/she/it has read and understood the foregoing Stipulation and Order and agrees to be bound by it in all respects.

DATED: _____

By: _____
(Signature)

PRINT NAME, ADDRESS & TELEPHONE NO.

or

DATED: _____

(Name of Entity)

By: _____
(Signature)

PRINT NAME, ADDRESS & TELEPHONE NO.

EXHIBIT "A"

LAW OFFICES
WASSER, COOPERMAN & MANDLES
PROFESSIONAL CORPORATION

DENNIS M. WASSER
LAURA A. WASSER
BRUCE E. COOPERMAN
MELANIE D. MANDLES
LAURA LANDESMAN
JOHN A. FOLEY
AMY L. RICE
NAN ZIRAFI
SAMANTHA KLEIN
JAY A. POLSTEIN
PARIMA PANDKHOU
RAM F. COGAN
ERICA J. LUBANS
LISA P. SUTTON
NINA F. DRUCKER

MARY E. YATES
PARALEGAL

TELEPHONE: [REDACTED]

FACSIMILE: [REDACTED]

June 13, 2016

VIA E-MAIL

Samantha F. Spector, Esq.

SPECTOR LAW, A PROFESSIONAL LAW CORPORATION

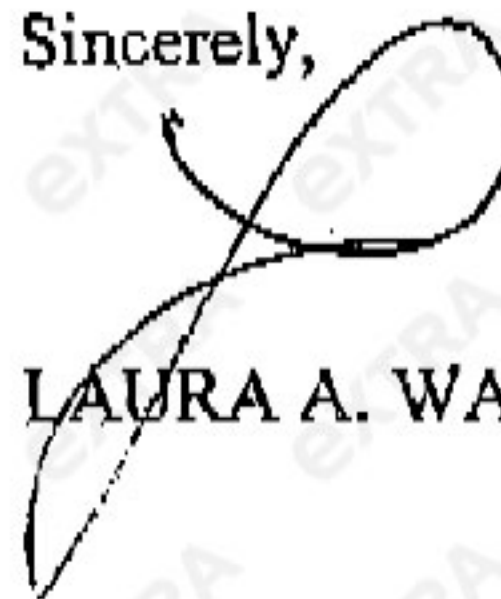
[REDACTED]
[REDACTED]

Re: Marriage of Depp

Dear Samantha:

If I am navigating your email of yesterday's date correctly, your client is willing to postpone the hearing and participate in mediation sometime after June 17, 2016. Tell us when, where and with whom [participants and neutral settlement officer(s)], and we may be able to make it work. We are willing to use Gretchen Taylor.

Sincerely,



LAURA A. WASSER

LL:lyb

cc: John Depp (Via Email)
Samantha Klein, Esq.
Lisa P. Sutton, Esq.

LAW OFFICES
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PROFESSIONAL CORPORATION

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MARY E. YATES
PARALEGAL

TELEPHONE: [REDACTED]

FACSIMILE: [REDACTED]

June 13, 2016

VIA E-MAIL

Samantha F. Spector, Esq.

SPECTOR LAW, A PROFESSIONAL LAW CORPORATION

[REDACTED]
[REDACTED]

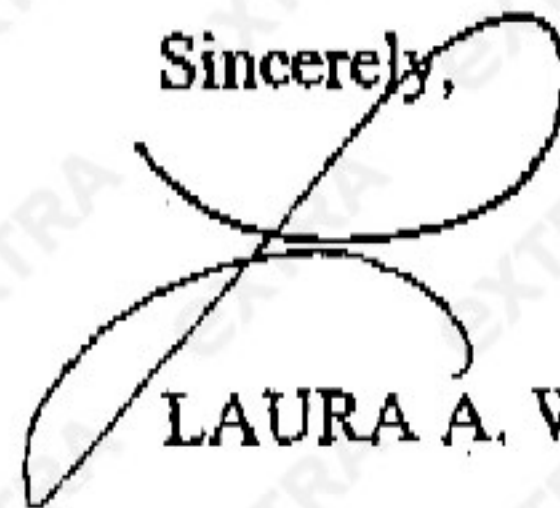
Re: Marriage of Depp

Dear Samantha:

In my letter of June 8, 2016, we agreed to your proposal that "both sides would do everything in their power to prevent any further publicity and/or media disclosures about this matter, the case and the parties" without exception. On June 10, 2016 TMZ posted a story which contained specific provisions of the verbal settlement offer made to you and Joe Koenig on Monday, June 6, 2016. Not only did you not comply with your proposed agreement, you violated the provisions of Evidence Code Section 1552.

In Court on June 10, 2016, you mentioned a "gag order." This is referenced again in your letter of June 12, 2016. Please provide the proposed stipulation and mutual gag order. We will sign today.

Sincerely,



LAURA A. WASSER

LL:lvb

cc: John Depp (Via Email)
Samantha Klein, Esq.
Lisa P. Sutton, Esq.

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LISA P. SUTTON
NINA F. DRUCKER

MARY E. YATES
PARALEGAL

TELEPHONE: [REDACTED]
FACSIMILE: [REDACTED]

June 13, 2016

VIA E-MAIL

Samantha F. Spector, Esq.
SPECTOR LAW, A PROFESSIONAL LAW CORPORATION
[REDACTED]
[REDACTED]

Re: Marriage of Depp

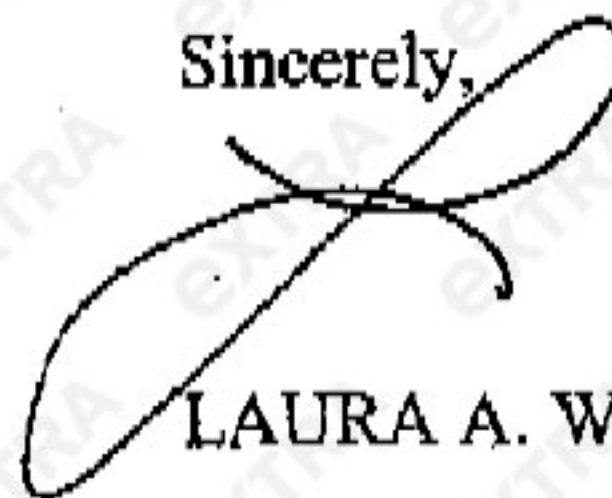
Dear Samantha:

Attached please find our proposed Stipulation and Protective Order in the above-referenced matter. The attached Stipulation and Protective Order was downloaded from the Los Angeles Superior Court website and is the "Los Angeles Model," and contains only minimal modifications.

If it meets with your approval and that of your client, please sign and have your client sign the document where indicated and return it to me at your earliest convenience. Upon receipt, my client and I will sign the document, provide you with a fully-executed copy and submit the original Stipulation and Protective Order to the Court for signature/filing.

Thank you for your courtesy and cooperation hereto.

Sincerely,



LAURA A. WASSER

LAW:lvb/att.

cc: John Depp w/att. (Via Email)
Samantha Klein, Esq. w/att.
Lisa P. Sutton, Esq. w/att.