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

12 In re the Marriage of

13 Petitioner: AMBER LAURA DEPP

14 and

15 Respondent: JOHN CHRISTOPHER DEPP
16 II (AKA JOHNNY DEPP)
17
18
19

CASE NO. BD641052

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

STIPULATION AND PROTECTIVE ORDER

20
21 IT IS HEREBY STIPULATED by and between Petitioner and Respondent individually and
22 by and through their respective counsel of record, that in order to facilitate the exchange of
23 information and documents which may be subject to confidentiality limitations on disclosure due to
24 federal laws, state laws, and privacy rights, Petitioner and Respondent (" the Parties") or individually
25 a "Party," they stipulate as follows:

26 1. In this Stipulation and Protective Order, the words set forth below shall have the
27 following meanings:

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- 1 a. "Proceeding" means the above-entitled proceeding (Case No. BD 641052).
- 2 b. "Court" means the Honorable Carl H. Moor or any judge to which this
- 3 Proceeding may be assigned, including court staff participating in such proceedings.
- 4 c. "Confidential" means any information which is in the possession of a
- 5 Designating Party who believes in good faith that such information is entitled to confidential
- 6 treatment under applicable law.
- 7 d. "Confidential Materials" means any Documents, Testimony or Information as
- 8 defined below designated as "Confidential" pursuant to the provisions of this Stipulation and
- 9 Protective Order.
- 10 e. "Designating Party" means the Party that designates Materials as
- 11 "Confidential."
- 12 f. "Disclose" or "Disclosed" or "Disclosure" means to reveal, divulge, give, or
- 13 make available Materials, or any part thereof or any information contained therein.
- 14 g. "Documents" means (i) any "Writing," "Original," and "Duplicate" as those
- 15 terms are defined by California Evidence Code Sections 250, 255, and 260, which have been
- 16 produced in discovery in this Proceeding by any person, and (ii) any copies, reproductions, or
- 17 summaries of all or any part of the foregoing.
- 18 h. "Information" means the content of Documents or Testimony.
- 19 i. "Testimony" means all depositions, declarations or other testimony taken or
- 20 used in this Proceeding.

21 2. The Designating Party shall have the right to designate as "Confidential" any

22 Documents, Testimony or Information that the Designating Party in good faith believes to contain

23 non public information that is entitled to confidential treatment under applicable law.

24 3. The entry of this Stipulation and Protective Order does not alter, waive, modify, or

25 abridge any right, privilege or protection otherwise available to any Party with respect to the

26 discovery of matters, including but not limited to any Party's right to assert the attorney-client

27 privilege, the attorney work product doctrine, or other privileges, or any Party's right to contest any

28 such assertion.

1 4. Any Documents, Testimony or Information to be designated as "Confidential" must
2 be clearly so designated before the Document, Testimony or Information is Disclosed is produced.
3 The parties may agree that the case name and number are to be part of the "Confidential"
4 designation. The "Confidential" designation should not obscure or interfere with the legibility of the
5 designated Information.

6 a. For Documents (apart from transcripts of depositions or other pretrial or trial
7 proceedings), the Designating Party must affix the legend "Confidential" on each page of any
8 Document containing such designated Confidential Material.

9 b. For Testimony given in depositions the Designating Party may either:
10 (i) identify on the record, before the close of the deposition, all "Confidential" Testimony, by
11 specifying all portions of the Testimony that qualify as "Confidential" or (ii) designate the entirety of
12 the Testimony at the deposition as "Confidential" (before the deposition is concluded) with the right
13 to identify more specific portions of the Testimony as to which protection is sought within 30 days
14 following receipt of the deposition transcript. In circumstances where portions of the deposition
15 Testimony are designated for protection, the transcript pages containing "Confidential" Information
16 may be separately bound by the court reporter, who must affix to the top of each page the legend
17 "Confidential," as instructed by the Designating Party.

18 c. For Information produced in some form other than Documents, and for any
19 other tangible items, including, without limitation, compact discs or DVDs, the Designating Party
20 must affix in a prominent place on the exterior of the container or containers in which the
21 Information or item is stored the legend "Confidential." If only portions of the Information or item
22 warrant protection, the Designating Party, to the extent practicable, shall identify the "Confidential"
23 portions.

24 5. The inadvertent production by any of the undersigned Parties or non-Parties to the
25 Proceedings of any Document, Testimony or Information during discovery in this Proceeding
26 without a "Confidential" designation, shall be without prejudice to any claim that such item is
27 "Confidential" and such Party shall not be held to have waived any rights by such inadvertent
28 production. In the event that any Document, Testimony or Information that is subject to a

1 "Confidential" designation is inadvertently produced without such designation, the Party that
2 inadvertently produced the document shall give written notice of such inadvertent production within
3 twenty (20) days of discovery or the inadvertent production, together with a further copy or the
4 subject Document, Testimony or Information designated as "Confidential" (the "Inadvertent
5 Production Notice"). Upon receipt of such Inadvertent Production Notice, the Party that received the
6 inadvertently produced Document, Testimony or Information shall promptly destroy the
7 inadvertently produced Document, Testimony or Information and all copies thereof, or, at the
8 expense of the producing Party, return such together with all copies or such Document, Testimony or
9 Information to counsel for the producing Party and shall retain only the "Confidential" designated
10 Materials. Should the receiving Party choose to destroy such inadvertently produced Document,
11 Testimony or Information, the receiving Party shall notify the producing Party in writing of such
12 destruction within ten (10) days of receipt of written notice of the inadvertent production. This
13 provision is not intended to apply to any inadvertent production of any Information protected by
14 attorney-client or work product privileges. In the event that this provision conflicts with any
15 applicable law regarding waiver of confidentiality through the inadvertent production of Documents,
16 Testimony or Information, such law shall govern.

17 6. In the event that counsel for a Party receiving Documents, Testimony or Information
18 in discovery designated as "Confidential" objects to such designation with respect to any or all of
19 such items, said counsel shall advise counsel for the Designating Party, in writing, of such
20 objections, the specific Documents, Testimony or Information to which each objection pertains, and
21 the specific reasons and support for such objections (the "Designation Objections"). Counsel for the
22 Designating Party shall have thirty (30) days from receipt of the written Designation Objections to
23 either (a) agree in writing to de-designate Documents, Testimony or Information pursuant to any or
24 all of the Designation Objections and/or (b) file a motion with the Court seeking to uphold any or all
25 designations on Documents, Testimony or Information addressed by the Designation Objections (the
26 "Designation Motion"). Pending a resolution of the Designation Motion by the Court, any and all
27 existing designations on the Documents, Testimony or Information at issue in such Motion shall
28 remain in place. The Designating Party shall have the burden on any Designation Motion of

1 establishing the applicability of its "Confidential" designation. In the event that the Designation
2 Objections are neither timely agreed to nor timely addressed in the Designation Motion, then such
3 Documents, Testimony or Information shall be de-designated in accordance with the Designation
4 Objection applicable to such material.

5 7. Access to and/or Disclosure of Confidential Material designated as "Confidential"
6 shall be permitted only to the following persons:

7 a. the Court;

8 b. (1) Attorneys of record in the Proceedings and their affiliated attorneys,
9 paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in the
10 Proceedings and are not employees of any Party. (2) In-house counsel to the undersigned Parties and
11 the paralegal, clerical and secretarial staff employed by such counsel. Provided, however, that each
12 non-lawyer given access to Confidential Materials shall be advised that such Materials are being
13 Disclosed pursuant to and are subject to, the terms of this Stipulation and Protective Order and that
14 they may not be Disclosed other than pursuant to its terms;

15 c. those officers, directors, partners, members, employees and agents of all
16 non-designating Parties that counsel for such Parties deems necessary to aid counsel in the
17 prosecution and defense of this Proceeding; provided, however, that prior to the Disclosure or
18 Confidential Materials to any such officer, director, partner, member, employee or agent, counsel for
19 the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to such
20 person, shall explain that such person is bound to follow the terms of such Order, and shall secure
21 the signature of such person on a statement in the form attached hereto as Exhibit A;

22 d. court reporters in this Proceeding (whether at depositions, hearings, or any
23 other proceeding);

24 e. any deposition, trial or hearing witness in the Proceeding who previously has
25 had access to the Confidential Materials, or who is currently or was previously an officer, director,
26 partner, member, employee or agent of an entity that has had access to the Confidential Materials;

27 f. any deposition or non-trial hearing witness in the Proceeding who previously
28 did not have access to the Confidential Materials; provided, however, that each such witness given

1 access to Confidential Materials shall be advised that such Materials are being Disclosed pursuant to,
2 and are subject to, the terms of this Stipulation and Protective Order and that they may not be
3 Disclosed other than pursuant to its terms;

4 g. outside experts or expert consultants consulted by the undersigned Parties or
5 their counsel in connection with the Proceeding, whether or not retained to testify at any oral hearing;
6 provided, however, that prior to the Disclosure of Confidential Materials to any such expert or expert
7 consultant, counsel for the Party making the Disclosure shall deliver a copy of this Stipulation and
8 Protective Order to such person, shall explain its terms to such person, and shall secure the signature
9 of such person on a statement in the form attached hereto as Exhibit A. It shall be the obligation of
10 counsel, upon learning of any breach or threatened breach of this Stipulation and Protective Order by
11 any such expert or expert consultant, to promptly notify counsel for the Designating Party of such
12 breach or threatened breach; and

13 h. any other person that the Designating Party agrees to in writing.

14 8. Confidential Materials shall be used by the persons receiving them only for the
15 purposes of preparing for, conducting, participating in the conduct of, and/or prosecuting and/or
16 defending the Proceeding, and not for any business or other purpose whatsoever.

17 9. Any Party to the Proceeding (or other person subject to the terms of this Stipulation
18 and Protective Order) may ask the Court, after appropriate notice to the other Parties to the
19 Proceeding, to modify or grant relief from any provision of this Stipulation and Protective Order.

20 10. Entering into, agreeing to, and/or complying with the terms of this Stipulation and
21 Protective Order shall not:

22 a. operate as an admission by any person that any particular Document,
23 Testimony or Information marked "Confidential" contains or reflects trade secrets, proprietary,
24 confidential or competitively sensitive business, commercial, financial or personal information; or

25 b. prejudice in any way the right of any Party (or any other person subject to the
26 terms of this Stipulation and Protective Order); (i) to seek a determination by the Court of whether
27 any particular Confidential Material should be subject to protection as "Confidential" under the
28 terms of this Stipulation and Protective Order; or (ii) to seek relief from the Court on appropriate

1 notice to all other Parties to the Proceeding from any provision(s) of this Stipulation and Protective
2 Order, either generally or as to any particular Document, Material or Information.

3 11. Any Party to the Proceeding who has not executed this Stipulation and Protective
4 Order as of the time it is presented to the Court for signature may thereafter become a Party to this
5 Stipulation and Protective Order by its counsel's signing and dating a copy thereof and filing the
6 same with the Court, and serving copies of such signed and dated copy upon the other Parties to this
7 Stipulation and Protective Order.

8 12. Any Information that may be produced by a non-Party witness in discovery in the
9 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as
10 "Confidential" under the terms of this Stipulation and Protective Order, and any such designation by
11 a non-Party shall have the same force and effect, and create the same duties and obligations, as if
12 made by one of the undersigned Parties hereto. Any such designation shall also function as a consent
13 by such producing Party to the authority of the Court in the Proceeding to resolve and conclusively
14 determine any motion or other application made by any person or Party with respect to such
15 designation, or any other matter otherwise arising under this Stipulation and Protective Order.

16 13. If any person subject to this Stipulation and Protective Order who has custody of any
17 Confidential Materials receives a subpoena or other process ("Subpoena") from any government or
18 other person or entity demanding production of Confidential Materials, the recipient or the Subpoena
19 shall promptly give notice of the same by electronic mail transmission, followed by either express
20 mail or overnight delivery to counsel of record for the Designating Party, and shall furnish such
21 counsel with a copy of the Subpoena. Upon receipt of this notice, the Designating Party may, in its
22 sole discretion and at its own cost, move to quash or limit the Subpoena, otherwise oppose
23 production of the Confidential Materials, and/or seek to obtain confidential treatment of such
24 Confidential Materials from the subpoenaing person or entity to the fullest extent available under
25 law. The recipient of the Subpoena may not produce any Documents, Testimony or Information
26 pursuant to Subpoena prior to the date specified for production on the Subpoena.

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1 14. Nothing in this Stipulation and Protective Order shall be construed to preclude either
2 Party from asserting in good faith that certain Confidential Materials require additional protection.
3 The Parties shall meet and confer to agree upon the terms of such additional protection.

4 15. If, after execution of this Stipulation and Protective Order, any Confidential Materials
5 submitted by a Designating Party under the terms of this Stipulation and Protective Order is
6 Disclosed by a non-Designating Party to any person other than in the manner authorized by this
7 Stipulation and Protective Order, the non-Designating Party responsible for the Disclosure shall
8 bring all pertinent facts relating to the Disclosure of such Confidential Materials to the immediate
9 attention of the Designating Party.

10 16. This Stipulation and Protective Order is entered into without prejudice to the right of
11 any Party to knowingly waive the applicability of this Stipulation and Protective Order to any
12 Confidential Materials designated by that Party. If the Designating Party uses Confidential Materials
13 in a non-Confidential manner, then the Designating Party shall advise that the designation no longer
14 applies.

15 17. Where any Confidential Materials, or Information derived from Confidential
16 Materials, is included in any motion or other proceeding governed by California Rules of Court,
17 Rules 2.550 and 2.551, the party shall follow those rules. With respect to discovery motions or other
18 proceedings not governed by California Rules of Court, Rules 2.550 and 2.551, the following shall
19 apply: If Confidential Materials or Information derived from Confidential Materials are submitted to
20 or otherwise disclosed to the Court in connection with discovery motions and proceedings, the same
21 shall be separately filed under seal with the clerk of the Court in an envelope marked:
22 "CONFIDENTIAL - FILED UNDER SEAL PURSUANT TO PROTECTIVE ORDER AND
23 WITHOUT ANY FURTHER SEALING ORDER REQUIRED."

24 18. The Parties shall meet and confer regarding the procedures for use of Confidential
25 Materials at trial and shall move the Court for entry of an appropriate order.

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1 19. Nothing in this Stipulation and Protective Order shall affect the admissibility into
2 evidence of Confidential Materials, or abridge the rights of any person to seek judicial review or to
3 pursue other appropriate judicial action with respect to any ruling made by the Court concerning the
4 issue of the status of Protected Material.

5 20. This Stipulation and Protective Order shall continue to be binding after the conclusion
6 of this Proceeding and all subsequent proceedings arising from this Proceeding, except that a Party
7 may seek the written permission of the Designating Party or may move the Court for relief from the
8 provisions of this Stipulation and Protective Order. To the extent permitted by law, the Court shall
9 retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective Order, even after
10 the Proceeding is terminated.

11 21. Counsel for Petitioner and counsel for Respondent shall be permitted to continue to
12 maintain Confidential Materials in his/her possession after this proceeding has ended.

13 22. After this Stipulation and Protective Order has been signed by counsel for all Parties,
14 it shall be presented to the Court for entry. Counsel agree to be bound by the terms set forth herein
15 with regard to any Confidential Materials that have been produced before the Court signs this
16 Stipulation and Protective Order.

17 23. The Parties and all signatories to the Certification attached hereto as Exhibit A agree
18 to be bound by this Stipulation and Protective Order pending its approval and entry by the Court. In
19 the event that the Court modifies this Stipulation and Protective Order, or in the event that the Court
20 enters a different Protective Order, the Parties agree to be bound by this Stipulation and Protective
21 Order until such time as the Court may enter such a different Order. It is the Parties' intent to be

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1 bound by the terms of this Stipulation and Protective Order pending its entry so as to allow for
2 immediate production of Confidential Materials under the terms herein. This Stipulation and
3 Protective Order may be executed in counterparts.

4 **IT IS SO STIPULATED.**

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6 DATED: June ____, 2016

AMBER LAURA DEPP, Petitioner

7
8 DATED: June ____, 2016

SPECTOR LAW, A PROFESSIONAL
LAW CORPORATION

9
10 By:

SAMANTHA F. SPECTOR
Attorneys for Petitioner

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12
13 DATED: June ____, 2016

JOHN CHRISTOPHER DEPP II
(AKA JOHNNY DEPP), Respondent

14
15 DATED: June ____, 2016

WASSER, COOPERMAN & MANDLES
Professional Corporation

16
17
18 By:

LAURA A. WASSER
Attorneys for Respondent

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21 **ORDER**

22 GOOD CAUSE APPEARING, IT IS SO ORDERED.

23
24 DATED: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT A

CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS

I hereby acknowledge that I, _____, am about to receive Confidential Materials supplied in connection with the Proceeding BD641052. I certify that I understand that the Confidential Materials are provided to me subject to the terms and restrictions of the Stipulation and Protective Order filed in this Proceeding. I have been given a copy of the Stipulation and Protective Order; I have read it, and I agree to be bound by its terms. I understand that Confidential Materials, as defined in the Stipulation and Protective Order, including any notes or other records that may be made regarding any such materials, shall not be Disclosed to anyone except as expressly permitted by the Stipulation and Protective Order. I will not copy or use, except solely for the purposes of this Proceeding, any Confidential Materials obtained pursuant to this Protective Order, except as provided therein or otherwise ordered by the Court in the Proceeding. I further understand that I am to retain all copies of all Confidential Material provided to me in the Proceeding in a secure manner, and that all copies of such Materials are to remain in my personal custody until termination of my participation in this Proceeding, whereupon the copies of such Materials will be returned to counsel who provided me with such Materials.

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

Executed this _____ day of _____, 2016, at _____, California.

DATED: _____

Signature

Title

Address

City, State, Zip

Telephone Number