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September 10, 2019

**VIA OVERNIGHT DELIVERY**

Fairfax Circuit Court  
Attn: Clerk's Office, 3rd Floor  
4110 Chain bridge Road  
Fairfax, VA 22030

FILED SECTION  
COMPUTER SECTION  
19 SEP 11 AM 10:45  
JOHN T. FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

**Re: *John C. Depp, II v. Amber Laura Heard;*  
Case No. CL-2019-2911;  
Letter to Judge White**

Dear Clerk:

Enclosed for filing, please find the attached letter addressed to Judge White. One original and two copies of the letter are enclosed. If you would, please file the original and deliver one copy to Judge White's chambers.

If you can file-stamp the second copy and return it to me in the enclosed, prepaid, overnight return envelope, I would appreciate it.

Thank you for your assistance and do not hesitate to contact me if you have any questions or concerns.

Sincerely,

WOODS ROGERS PLC



Joshua R. Treece

Enclosures

BEN ROTTENBORN  
(540) 983-7540  
brottenborn@woodsrogers.com

September 10, 2019

**VIA OVERNIGHT DELIVERY**

The Honorable Bruce D. White  
Fairfax County Circuit Court  
4110 Chain Bridge Road  
Fairfax, VA 22030

FILED  
COMPUTER SECTION  
19 SEP 11 AM 10:45  
JOHN T. FREY  
CLERK: CIRCUIT COURT  
FAIRFAX, VA

Re: *Defendant's Motion for Protective Order – John C. Depp II v. Amber Laura Heard, CL 2019-02911*

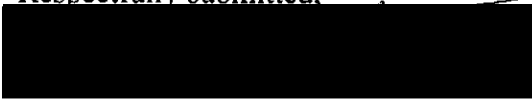
Dear Judge White:

We write on behalf of Defendant Amber Laura Heard in the above-captioned matter to provide the Court with courtesy copies of certain documents referenced in her Memorandum in Support of Motion for Protective Order and similar filings, namely filings in which Plaintiff (and/or his affiliated entities) have sought, consented or stipulated to, or otherwise been protected by a protective order similar to the one Defendant seeks here. These include:

- Cases involving attorneys representing Plaintiff in this matter:
  - *Depp v. Bloom Hergott Diemer Rosenthal Laviolette Feldman Schenkman & Goodman, LLP*, No. BC680066 (Sup. Ct. L.A. Cty., Cent. Dist., 2017)
  - *Depp v. Mandel Co.*, No. BC646882 (Sup. Ct. L.A. Cty., Cent. Dist., 2017)
- One case not involving attorneys representing Plaintiff in this matter:
  - *Doe v. Depp*, No. BC482823 (Sup. Ct. L.A. Cty., Cent. Dist., 2012)

Copies of the relevant and available papers are appended.

Respectfully submitted,

  
Ben Rottenborn

Enclosures

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cc: Benjamin G. Chew, Esq.  
Elliot J. Weingarten, Esq.  
Andrew C. Crawford, Esq.  
Camille M. Vasquez, Esq.  
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***Depp v. Bloom Hergott Diemer Rosenthal Laviolette Feldman  
Schenkman & Goodman, LLP,***

**No. BC680066 (Sup. Ct. L.A. Cty., Cent. Dist., 2017)**

ORIGINAL

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12 Attorneys for Plaintiffs John C. Depp, II,  
Scaramanga Bros., Inc., L.R.D. Productions, Inc.,  
13 and Infinitum Nihil

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

16  
17 JOHN C. DEPP, II, SCARAMANGA BROS.,  
INC., a California corporation, L.R.D.  
18 PRODUCTIONS, INC., a California  
corporation, INFINITUM NIHIL, a California  
19 corporation,

20 Plaintiffs,

21 v.

22 BLOOM HERGOTT DIEMER ROSENTHAL  
LAVIOLETTE FELDMAN SCHENKMAN &  
23 GOODMAN, LLP, JACOB A. BLOOM, and  
Does 1-30,

24 Defendants.  
25  
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28

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FILED

Superior Court of California  
County of Los Angeles

MAR 21 2018

Sherril B. Carter, Executive Officer/Clerk  
By [Redacted] Deputy  
[Redacted] Mansa Ventura

RECEIVED  
MAR 16 2018  
FILING WINDOW

Case No. BC680066

FAXED

PROTECTIVE ORDER

The Hon. Terry A. Green, Dept. 14

Action Filed: October 17, 2017

Trial Date: None set

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1 BLOOM HERGOTT DIEMER ROSENTHAL  
2 LA VIOLETTE FELDMAN SCHENKMAN  
& GOODMAN, LLP,  
3 Cross-Complainant,  
4 v.  
5 JOHN C. DEPP, II, SCARAMANGA BROS.,  
6 INC., a California corporation, L.R.D.  
7 PRODUCTIONS, INC., a California  
corporation, INFINITUM NIHIL, a California  
corporation,  
8 Cross-Defendants.

9  
10 IT IS HEREBY STIPULATED and between parties to *John C. Depp, II, et al. v. Bloom*  
11 *Hergott Diemer Rosenthal La Violette Feldman Schenkman & Goodman, LLP, et al.*, Case No.  
12 BC680066, Plaintiffs and Cross-Defendants John C. Depp, II, Scaramanga Bros., Inc., L.R.D.  
13 Productions, Inc., and Infinitum Nihil, and Defendants and Cross-Complainant Bloom Hergott  
14 Diemer Rosenthal La Violette Feldman Schenkman & Goodman, LLP, and Defendant Jacob A.  
15 Bloom ("Parties), by and through their respective counsel of record, that in order to facilitate the  
16 exchange of information and documents which may be subject to confidentiality limitations on  
17 disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as follows:  
18

- 19 1. In this Stipulation and Protective Order, the words set forth below shall have the  
20 following meanings:
- 21 a. "Proceeding" means the above-entitled proceeding, Case No. BC680066.
  - 22 b. "Court" means the Hon. Terry A. Green or any other judge to which this  
23 Proceeding may be assigned, including Court staff participating in such proceedings.
  - 24 c. "Confidential" means any information which is in the possession of a  
25 Designating Party who believes in good faith that such information is entitled to confidential  
26 treatment under applicable law.
  - 27 d. "Confidential Materials" means any Documents, Testimony or Information  
28 as defined below designated as "Confidential" pursuant to the provisions of this Stipulation and

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1 Protective Order.

2 e. "Designating Party" means the Party or any third-party that designates  
3 Materials as "Confidential."

4 f. "Disclose" or "Disclosed" or "Disclosure" means to reveal, divulge, give, or  
5 make available Materials, or any part thereof, or any information contained therein.

6 g. "Documents" means (i) any "Writing," "Original," and "Duplicate" as those  
7 terms are defined by California Evidence Code Sections 250, 255, and 260, which have been  
8 produced in discovery in this Proceeding by any person, and (ii) any copies, reproductions, or  
9 summaries of all or any part of the foregoing.

10 h. "Information" means the content of Documents or Testimony.

11 i. "Testimony" means all depositions, declarations or other testimony taken or  
12 used in this Proceeding.

13 2. The Designating Party shall have the right to designate as "Confidential" any  
14 Documents, Testimony or Information that the Designating Party in good faith believes to contain  
15 non-public information that is entitled to confidential treatment under applicable law.

16 3. The entry of this Stipulation and Protective Order does not alter, waive, modify, or  
17 abridge any right, privilege or protection otherwise available to any Party with respect to the  
18 discovery of matters, including but not limited to any Party's right to assert the attorney-client  
19 privilege, the attorney work product doctrine, or other privileges, or any Party's right to contest  
20 any such assertion.

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

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

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

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

5. The inadvertent production by any of the undersigned Parties or non-Parties to the  
Proceedings of any Document, Testimony or Information during discovery in this Proceeding  
without a “Confidential” designation, shall be without prejudice to any claim that such item is  
“Confidential” and such Party shall not be held to have waived any rights by such inadvertent  
production of the Document, Testimony or Information without a “Confidential” designation. In  
the event that any Document, Testimony or Information that is subject to a “Confidential”  
designation is inadvertently produced without such designation, the Party that inadvertently  
produced the Document, Testimony or Information without a “Confidential” designation shall  
give written notice of such inadvertent production within twenty (20) days of discovery of the  
inadvertent production, together with a further copy of the subject Document, Testimony or



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1 Information designated as "Confidential" (the "Inadvertent Production Notice"). Upon receipt of  
2 such Inadvertent Production Notice, the Party that received the inadvertently produced Document,  
3 Testimony or Information shall promptly destroy the inadvertently produced Document,  
4 Testimony or Information and all copies thereof, or, at the expense of the producing Party, return  
5 such together with all copies of such Document, Testimony or Information to counsel for the  
6 producing Party and shall retain only the "Confidential"-designated Materials. Should the  
7 receiving Party choose to destroy such inadvertently produced Document, Testimony or  
8 Information, the receiving Party shall notify the producing Party in writing of such destruction  
9 within ten (10) days of receipt of written notice of the inadvertent production. This provision is  
10 not intended to apply to any inadvertent production of any Information protected by attorney-  
11 client or work product privileges. In the event that this provision conflicts with any applicable law  
12 regarding waiver of confidentiality through the inadvertent production of Documents, Testimony  
13 or Information, such law shall govern.

14 6. The Parties agree to the following "Clawback" provision to expedite and facilitate  
15 discovery and to protect against inadvertent disclosure of irrelevant, confidential or otherwise  
16 privileged information.

17 a. A Party's inadvertent or unintentional disclosure or production of any  
18 irrelevant materials (e.g., the inadvertent production of an irrelevant document pertaining to a  
19 third-party with no relation to the action) will not be deemed to waive a Party's right to assert that  
20 the materials are irrelevant. If any Party believes that it has produced any such irrelevant  
21 materials, the producing Party shall make a request to the receiving Party to return that  
22 information, identifying it specifically by bates number. Upon receiving such a request as to  
23 specific information or documents, the receiving Party shall return the irrelevant information or  
24 documents to the producing Party within five (5) business days of the request. If the receiving  
25 Party contests the claim of irrelevance, then the receiving Party may retain a copy of the  
26 information or document identified, but may only use that information or document for the  
27 purpose of contesting its relevance until that issue is resolved by the Court. Any good-faith,  
28 inadvertent disclosure of the information or document by the other Party prior to such a clawback

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1 request shall not be deemed a violation of the provisions of this Order. However, if a Party can  
2 tell from the face of the document that it appears to relate to a subject matter irrelevant to the  
3 action (e.g., materials related to another Bloom Hergott client that is unrelated to the claims and  
4 defenses in the action), the other Party shall not file, use, or otherwise publicly disclose the  
5 information without first raising the issue of the potential inadvertent production with the  
6 producing Party and allow the producing Party to clawback the document. A Party shall not file,  
7 use or otherwise publicly disclose in any manner any irrelevant information where the producing  
8 Party has asserted that the materials were inadvertently produced except for the sole purpose of  
9 contesting that document's irrelevance.

10           b.     If information subject to a claim of attorney-client privilege or work-  
11 product immunity or any other privilege or immunity is inadvertently or mistakenly produced,  
12 such production shall in no way prejudice or otherwise constitute a waiver of or estoppel as to any  
13 claim of privilege or work-product immunity for such information under the law. If a Party has  
14 produced information subject to a claim of immunity or privilege, upon written request made by  
15 the producing Party, all copies of such information shall be returned to the producing Party within  
16 five (5) business days of such request unless the receiving Party intends to challenge the producing  
17 Party's assertion of privilege or immunity. If a receiving Party objects to the return of such  
18 information within the five (5) day period described above, the producing Party may move the  
19 Court for an order compelling the return of such information.

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

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1 addressed by the Designation Objections (the "Designation Motion"). Pending a resolution of the  
2 Designation Motion by the Court, any and all existing designations on the Documents, Testimony  
3 or Information at issue in such Motion shall remain in place. The Designating Party shall have the  
4 burden on any Designation Motion of establishing the applicability of its "Confidential"  
5 designation. In the event that the Designation Objections are neither timely agreed to nor timely  
6 addressed in the Designation Motion, then such Documents, Testimony or Information shall be de-  
7 signated in accordance with the Designation Objection applicable to such material.

8 8. Access to and/or Disclosure of Confidential Materials designated as "Confidential"  
9 shall be permitted only to the following persons:

10 a. the court;

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

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

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

27 e. any deposition, trial, or hearing witness in the Proceeding who previously  
28 has had access to the Confidential Materials, or who is currently or was previously an officer,

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1 director, partner, member, employee or agent of an entity that has had access to the Confidential  
2 Materials;

3 f. any deposition or non-trial hearing witness in the Proceeding who  
4 previously did not have access to the Confidential Materials; provided, however, that each such  
5 witness who is given access to Confidential Materials shall be advised that such Materials are  
6 being Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order  
7 and that they may not be Disclosed other than pursuant to its terms;

8 g. mock jury participants, provided, however, that prior to the Disclosure of  
9 Confidential Materials to any such mock jury participant, counsel for the Party making the  
10 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall  
11 explain that such person is bound to follow the terms of such Order, and shall secure the signature  
12 of such person on a statement in the form attached hereto as Exhibit A.

13 h. outside experts or expert consultants consulted by the undersigned Parties  
14 or their counsel in connection with the Proceeding, whether or not retained to testify at any oral  
15 hearing; provided, however, that prior to the Disclosure of Confidential Materials to any such  
16 expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy of this  
17 Stipulation and Protective Order to such person, shall explain its terms to such person, and shall  
18 secure the signature of such person on a statement in the form attached hereto as Exhibit A. It  
19 shall be the obligation of counsel, upon learning of any breach or threatened breach of this  
20 Stipulation and Protective Order by any such expert or expert consultant, to promptly notify  
21 counsel for the Designating Party of such breach or threatened breach; and

22 i. any other person that the Designating Party agrees to in writing.

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

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

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1 11. Entering into, agreeing to, and/or complying with the terms of this Stipulation and  
2 Protective Order shall not:

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

6 b. prejudice in any way the right of any Party (or any other person subject to  
7 the terms of this Stipulation and Protective Order):

8 i. to seek a determination by the Court of whether any particular  
9 Confidential Material should be subject to protection as "Confidential" under the  
10 terms of this Stipulation and Protective Order; or

11 ii. to seek relief from the Court on appropriate notice to all other  
12 Parties to the Proceeding from any provision(s) of this Stipulation and Protective  
13 Order, either generally or as to any particular Document, Material or Information.

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

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

28 14. If any person subject to this Stipulation and Protective Order who has custody of

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1 any Confidential Materials receives a subpoena or other process (“Subpoena”) from any  
2 government or other person or entity demanding production of Confidential Materials, the  
3 recipient of the Subpoena shall promptly give notice of the same by electronic mail transmission,  
4 followed by either express mail or overnight delivery to counsel of record for the Designating  
5 Party, and shall furnish such counsel with a copy of the Subpoena. Upon receipt of this notice, the  
6 Designating Party may, in its sole discretion and at its own cost, move to quash or limit the  
7 Subpoena, otherwise oppose production of the Confidential Materials, and/or seek to obtain  
8 confidential treatment of such Confidential Materials from the subpoenaing person or entity to the  
9 fullest extent available under law. The recipient of the Subpoena may not produce any  
10 Documents, Testimony or Information pursuant to the Subpoena prior to the date specified for  
11 production on the Subpoena.

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

16 16. If, after execution of this Stipulation and Protective Order, any Confidential  
17 Materials submitted by a Designating Party under the terms of this Stipulation and Protective  
18 Order is Disclosed by a non-Designating Party to any person other than in the manner authorized  
19 by this Stipulation and Protective Order, the non-Designating Party responsible for the Disclosure  
20 shall bring all pertinent facts relating to the Disclosure of such Confidential Materials to the  
21 immediate attention of the Designating Party.

22 17. This Stipulation and Protective Order is entered into without prejudice to the right  
23 of any Party to knowingly waive the applicability of this Stipulation and Protective Order to any  
24 Confidential Materials designated by that Party. If the Designating Party uses Confidential  
25 Materials in a non-Confidential manner, then the Designating Party shall advise that the  
26 designation no longer applies.

27 18. Where any Confidential Materials, or Information derived from Confidential  
28 Materials, is included in any motion or other proceeding governed by California Rules of Court,

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1 Rules 2.550 and 2.551, the party shall follow those rules. With respect to discovery motions or  
2 other proceedings not governed by California Rules of Court, Rules 2.550 and 2.551, the  
3 following shall apply: If Confidential Materials or Information derived from Confidential  
4 Materials are submitted to or otherwise disclosed to the Court in connection with discovery  
5 motions and proceedings, the same shall be separately filed under seal with the clerk of the Court  
6 in an envelope marked: "CONFIDENTIAL – FILED UNDER SEAL PURSUANT TO  
7 PROTECTIVE ORDER AND WITHOUT ANY FURTHER SEALING ORDER REQUIRED."

8 19. The Parties shall meet and confer regarding the procedures for use of Confidential  
9 Materials at trial and shall move the Court for entry of an appropriate order.

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

14 21. This Stipulation and Protective Order shall continue to be binding after the  
15 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding, except  
16 that a Party may seek the written permission of the Designating Party or may move the Court for  
17 relief from the provisions of this Stipulation and Protective Order. To the extent permitted by law,  
18 the Court shall retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective  
19 Order, even after the Proceeding is terminated.

20 22. Upon written request made within thirty (30) days after the settlement or other  
21 termination of the Proceeding, the undersigned Parties shall have thirty (30) days to either (a)  
22 promptly return to counsel for each Designating Party all Confidential Materials and all copies  
23 thereof (except that counsel for each Party may maintain in its files, in continuing compliance with  
24 the terms of this Stipulation and Protective Order, all work product, and one copy of each pleading  
25 filed with the Court and one copy of each deposition together with the exhibits marked at the  
26 deposition), (b) agree with counsel for the Designating Party upon appropriate methods and  
27 certification of destruction or other disposition of such Confidential Materials, or (c) as to any  
28 Documents, Testimony or other Information not addressed by sub-paragraphs (a) and (b), file a

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1 motion seeking a Court order regarding proper preservation of such Materials. To the extent  
2 permitted by law the Court shall retain continuing jurisdiction to review and rule upon the motion  
3 referred to in sub-paragraph (c) herein.

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

8 24. The Parties and all signatories to the Certification attached hereto as Exhibit A  
9 agree to be bound by this Stipulation and Protective Order pending its approval and entry by the  
10 Court. In the event that the Court modifies this Stipulation and Protective Order, or in the event  
11 that the Court enters a different Protective Order, the Parties agree to be bound by this Stipulation  
12 and Protective Order until such time as the Court may enter such a different Order. It is the  
13 Parties' intent to be bound by the terms of this Stipulation and Protective Order pending its entry  
14 so as to allow for immediate production of Confidential Materials under the terms herein.

15 This Stipulation and Protective Order may be executed in counterparts.

16 Dated:   
17 3/16/18 By: \_\_\_\_\_  
18 Attorneys for Plaintiffs

19   
20 Dated: 3/16/18 By: \_\_\_\_\_  
21 Attorneys for Defendants

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ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and Protective Order.

IT IS SO ORDERED.

DATED: 3/27, 2018



\_\_\_\_\_  
THE HONORABLE TERRY A. GREEN

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**EXHIBIT A**

**CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I hereby acknowledge that I, \_\_\_\_\_ [NAME],  
\_\_\_\_\_ [POSITION AND EMPLOYER],

am about to receive Confidential Materials supplied in connection with the Proceeding Case No. BC680066. 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, 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, except as provided therein or otherwise ordered by the Court in the Proceeding. 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 Materials 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 of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Signature  
Title  
Address  
City, State, Zip  
Telephone Number

*Depp v. Mandel Co.,*

**No. BC646882 (Sup. Ct. L.A. Cty., Cent. Dist., 2017)**

ORIGINAL

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4 Santa Monica, California 90401  
Telephone: 310.566.9800  
5 Facsimile: 310.566.9850

6 Attorneys for Defendant and Cross-complainant  
The Mandel Company, Inc. (dba The  
7 Management Group) and Defendants Joel L.  
Mandel and Robert Mandel  
8

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

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

13 Plaintiffs,

14 vs.

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

19 Defendants.

20 THE MANDEL COMPANY, INC. (dba THE  
MANAGEMENT GROUP),

21 Cross-Complainant,

22 vs.

23 JOHN C. DEPP II, an individual; SCARAMANGA  
24 BROS., INC., a California corporation; L.R.D.  
PRODUCTIONS, INC.; a California corporation;  
25 EDWARD WHITE, an individual; EDWARD  
WHITE & CO., LLP, a California limited liability  
26 partnership, and ROES 1 through 20, inclusive,

27 Cross-Defendants.  
28

FILED  
Superior Court of California  
County of Los Angeles

JUN 30 2017

Sherril B. Carter, Executive Officer/Clerk  
By [Redacted] Deputy  
Sally Fletcher

REC'D  
JUN 19 2017  
FILING WINDOW

Case No. BC 646882

[Case Assigned to Judge Teresa A. Beaudet -  
Dept. 50]

STIPULATION AND PROTECTIVE  
ORDER - CONFIDENTIAL  
DESIGNATION ONLY

Action Filed: January 13, 2017  
Trial Date: January 24, 2018

CIT/CASE: BC646882  
LEA/DEF#: [Redacted]  
RECEIPT #: CCH5248803104  
DATE PAID: 06/19/17 03:36 PM  
PAYMENT: \$20.00  
RECEIVED:  
CHECK: \$20.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

STIPULATION AND PROTECTIVE ORDER

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1 IT IS HEREBY STIPULATED by and between the parties to *John C. Depp, II, et al. v.*  
2 *The Mandel Company, Inc., et al.*, Case No. BC646882, Plaintiffs and Cross-Defendants John C.  
3 Depp, II, Edward L. White as trustee of the Sweetzer Trust and as trustee of the Mooh Investment  
4 Trust, Cross-Defendants Edward White, Scaramanga Bros., Inc., L.R.D. Productions, Inc., Edward  
5 White & Co., LLP and Defendant and Cross-complainant The Mandel Company, Inc. (dba The  
6 Management Group) and Defendants Joel L. Mandel and Robert Mandel ("Parties"), by and  
7 through their respective counsel of record, that in order to facilitate the exchange of information  
8 and documents which may be subject to confidentiality limitations on disclosure due to federal  
9 laws, state laws, and privacy rights, the Parties stipulate as follows:

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

- 12 a. "Proceeding" means the above-entitled proceeding (BC 646882).
- 13 b. "Court" means the Hon. Teresa A. Beaudet, or any other judge to which this  
14 Proceeding may be assigned, including Court staff participating in such proceedings.
- 15 c. "Confidential" means any information which is in the possession of a  
16 Designating Party who believes in good faith that such information is entitled to confidential  
17 treatment under applicable law.
- 18 d. "Confidential Materials" means any Documents, Testimony or Information  
19 as defined below designated as "Confidential" pursuant to the provisions of this Stipulation and  
20 Protective Order.
- 21 e. "Designating Party" means the Party or any third-party that designates  
22 Materials as "Confidential."
- 23 f. "Disclose" or "Disclosed" or "Disclosure" means to reveal, divulge, give, or  
24 make available Materials, or any part thereof, or any information contained therein:
- 25 g. "Documents" means (i) any "Writing," "Original," and "Duplicate" as those  
26 terms are defined by California Evidence Code Sections 250, 255, and 260, which have been  
27 produced in discovery in this Proceeding by any person, and (ii) any copies, reproductions, or  
28 summaries of all or any part of the foregoing.

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1           h.     "Information" means the content of Documents or Testimony.  
2           i.     "Testimony" means all depositions, declarations or other testimony taken or  
3 used in this Proceeding.

4           2.     The Designating Party shall have the right to designate as "Confidential" any  
5 Documents, Testimony or Information that the Designating Party in good faith believes to contain  
6 non-public information that is entitled to confidential treatment under applicable law. For the sake  
7 of clarification, third-parties producing Documents or providing testimony in the action may  
8 designate the Documents they produce, or the testimony they give, as "Confidential" under the  
9 terms of this protective order. However, only Parties to the action shall be able to challenge the  
10 designation of materials as "Confidential".

11           3.     The entry of this Stipulation and Protective Order does not alter, waive, modify, or  
12 abridge any right, privilege or protection otherwise available to any Party with respect to the  
13 discovery of matters, including but not limited to any Party's right to assert the attorney-client  
14 privilege, the attorney work product doctrine, or other privileges, or any Party's right to contest  
15 any such assertion.

16           4.     Any Documents, Testimony or Information to be designated as "Confidential" must  
17 be clearly so designated before the Document, Testimony or Information is Disclosed or produced.  
18 The Parties may agree that the case name and number are to be part of the "Confidential"  
19 designation. The "Confidential" designation should not obscure or interfere with the legibility of  
20 the designated Information.

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

24           b.     For Testimony given in depositions the Designating Party may either:

25           i.     identify on the record, before the close of the deposition, all  
26 "Confidential" Testimony, by specifying all portions of the Testimony that qualify as  
27 "Confidential;" or

28           ii.    designate the entirety of the Testimony at the deposition as

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1 "Confidential" (before the deposition is concluded) with the right to identify more specific  
2 portions of the Testimony as to which protection is sought within 30 days following receipt of the  
3 deposition transcript. In circumstances where portions of the deposition Testimony are designated  
4 for protection, the transcript pages containing "Confidential" Information may be separately bound  
5 by the court reporter, who must affix to the top of each page the legend "Confidential;" as  
6 instructed by the Designating Party.

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

13 5. The inadvertent production by any of the undersigned Parties or non-Parties to the  
14 Proceedings of any Document, Testimony or Information during discovery in this Proceeding  
15 without a "Confidential" designation, shall be without prejudice to any claim that such item is  
16 "Confidential" and such Party shall not be held to have waived any rights by such inadvertent  
17 production. In the event that any Document, Testimony or Information that is subject to a  
18 "Confidential" designation is inadvertently produced without such designation, the Party that  
19 inadvertently produced the document shall give written notice of such inadvertent production  
20 within twenty (20) days of discovery of the inadvertent production, together with a further copy of  
21 the subject Document, Testimony or Information designated as "Confidential" (the "Inadvertent  
22 Production Notice"). Upon receipt of such Inadvertent Production Notice, the Party that received  
23 the inadvertently produced Document, Testimony or Information shall promptly destroy the  
24 inadvertently produced Document, Testimony or Information and all copies thereof, or, at the  
25 expense of the producing Party, return such together with all copies of such Document, Testimony  
26 or Information to counsel for the producing Party and shall retain only the "Confidential"  
27 designated Materials. Should the receiving Party choose to destroy such inadvertently produced  
28 Document, Testimony or Information, the receiving Party shall notify the producing Party in

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1 writing of such destruction within ten (10) days of receipt of written notice of the inadvertent  
2 production. This provision is not intended to apply to any inadvertent production of any  
3 Information protected by attorney-client or work product privileges. In the event that this  
4 provision conflicts with any applicable law regarding waiver of confidentiality through the  
5 inadvertent production of Documents, Testimony or Information, such law shall govern.

6 6. In the event that counsel for a Party receiving Documents, Testimony or  
7 Information in discovery designated as "Confidential" objects to such designation with respect to  
8 any or all of such items, said counsel shall advise counsel for the Designating Party, in writing, of  
9 such objections, the specific Documents, Testimony or Information to which each objection  
10 pertains, and the specific reasons and support for such objections (the "Designation Objections").  
11 Counsel for the Designating Party shall have thirty (30) days from receipt of the written  
12 Designation Objections to either (a) agree in writing to de-designate Documents, Testimony or  
13 Information pursuant to any or all of the Designation Objections and/or (b) file a motion with the  
14 Court seeking to uphold any or all designations on Documents, Testimony or Information  
15 addressed by the Designation Objections (the "Designation Motion"). Pending a resolution of the  
16 Designation Motion by the Court, any and all existing designations on the Documents, Testimony  
17 or Information at issue in such Motion shall remain in place. The Designating Party shall have the  
18 burden on any Designation Motion of establishing the applicability of its "Confidential"  
19 designation. In the event that the Designation Objections are neither timely agreed to nor timely  
20 addressed in the Designation Motion, then such Documents, Testimony or Information shall be de-  
21 designated in accordance with the Designation Objection applicable to such material. Pursuant to  
22 the parties' meet and confer agreement, and if acceptable to the Court, the Parties agree to raise all  
23 Designation Motions as part of the Court's Informal Discovery Conference process ("IDC").

24 7. Access to and/or Disclosure of Confidential Materials designated as "Confidential"  
25 shall be permitted only to the following persons:

- 26 a. the Court;
- 27 b. (1) Attorneys of record in the Proceedings and their affiliated attorneys,  
28 paralegals, clerical and secretarial staff employed by such attorneys who are actively involved in



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1 the Proceedings and are not employees of any Party. (2) In-house counsel to the undersigned  
2 Parties and the paralegal, clerical and secretarial staff employed by such counsel. Provided,  
3 however, that each non-lawyer given access to Confidential Materials shall be advised that such  
4 Materials are being Disclosed pursuant to, and are subject to, the terms of this Stipulation and  
5 Protective Order and that they may not be Disclosed other than pursuant to its terms;

6 c. those officers, directors, partners, members, employees and agents of all  
7 nondesignating Parties that counsel for such Parties deems necessary to aid counsel in the  
8 prosecution and defense of this Proceeding; provided, however, that prior to the Disclosure of  
9 Confidential Materials to any such officer, director, partner, member, employee or agent, counsel  
10 for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to  
11 such person, shall explain that such person is bound to follow the terms of such Order, and shall  
12 secure the signature of such person on a statement in the form attached hereto as Exhibit A;

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

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

18 f. any deposition or non-trial hearing witness in the Proceeding who  
19 previously did not have access to the Confidential Materials; provided, however, that each such  
20 witness given access to Confidential Materials shall be advised that such Materials are being  
21 Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and  
22 that they may not be Disclosed other than pursuant to its terms;

23 g. mock jury participants, provided, however, that prior to the Disclosure of  
24 Confidential Materials to any such mock jury participant, counsel for the Party making the  
25 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall  
26 explain that such person is bound to follow the terms of such Order, and shall secure the signature  
27 of such person on a statement in the form attached hereto as Exhibit A.

28 h. outside experts or expert consultants consulted by the undersigned Parties

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

9 i. any other person that the Designating Party agrees to in writing.

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

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

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

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

21 b. prejudice in any way the right of any Party (or any other person subject to the terms of  
22 this Stipulation and Protective Order):

23 i. to seek a determination by the Court of whether any particular  
24 Confidential Material should be subject to protection as "Confidential" under the terms of this  
25 Stipulation and Protective Order; or

26 ii. to seek relief from the Court on appropriate notice to all other  
27 Parties to the Proceeding from any provision(s) of this Stipulation and Protective Order, either  
28 generally or as to any particular Document, Material or Information.

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

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

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

27 14. Nothing in this Stipulation and Protective Order shall be construed to preclude  
28 either Party from asserting in good faith that certain Confidential Materials require additional

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1 protection. The Parties shall meet and confer to agree upon the terms of such additional  
2 protection. Pursuant to the parties' meet and confer agreement, and if acceptable to the Court, the  
3 Parties agree to raise any request that any Confidential Materials be entitled to additional  
4 protection as part of the Court's informal IDC. To the extent any party is withholding the  
5 production of Confidential Materials based on its desire to seek further protection as referenced  
6 herein, they shall be obligated to raise the issue promptly with the other party within seven (7)  
7 days of the production from which the Confidential Materials were withheld. That party will then  
8 reserve a mutually agreeable IDC date to resolve the issue.

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

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

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

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

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

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

13 21. Upon written request made within thirty (30) days after the settlement or other  
14 termination of the Proceeding, the undersigned Parties shall have thirty (30) days to either (a)  
15 promptly return to counsel for each Designating Party all Confidential Materials and all copies  
16 thereof (except that counsel for each Party may maintain in its files, in continuing compliance with  
17 the terms of this Stipulation and Protective Order, all work product, and one copy of each pleading  
18 filed with the Court and one copy of each deposition together with the exhibits marked at the  
19 deposition), (b) agree with counsel for the Designating Party upon appropriate methods and of  
20 destruction or other disposition of such Confidential Materials, or (c) as to any Documents,  
21 Testimony or other Information not addressed by sub-paragraphs (a) and (b), file a motion seeking  
22 a Court order regarding proper preservation of such Materials. To the extent permitted by law the  
23 Court shall retain continuing jurisdiction to review and rule upon the motion referred to in sub-  
24 paragraph (c) herein.

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

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1 23. The Parties and all signatories to the Certification attached hereto as Exhibit A  
2 agree to be bound by this Stipulation and Protective Order pending its approval and entry by the  
3 Court. In the event that the Court modifies this Stipulation and Protective Order, or in the event  
4 that the Court enters a different Protective Order, the Parties agree to be bound by this Stipulation  
5 and Protective Order until such time as the Court may enter such a different Order. It is the  
6 Parties' intent to be bound by the terms of this Stipulation and Protective Order pending its entry  
7 so as to allow for immediate production of Confidential Materials under the terms herein.

8 This Stipulation and Protective Order may be executed in counterparts.

9  
10 DATED: June 15, 2017

KINSELLA WEITZMAN ISER KUMP  
& ALDISERT LLP

11  
12  
13 By: 

Suann C. MacIsaac  
Attorneys for Defendants The Mandel Company,  
Inc., Joel L. Mandel, Robert Mandel and Cross-  
complainant The Mandel Company, Inc.

14  
15  
16  
17 DATED: June 15, 2017

MANATT, PHELPS & PHILLIPS, LLP

18  
19  
20 By: 

Matthew P. Kanny  
Attorneys for Plaintiffs and Cross-Defendants  
John C. Depp, II and Edward L. White as trustee  
of the Sweetzer Trust and as trustee of the  
Moch Investment Trust and Cross-Defendants  
Edward White, Scaramanga Bros., Inc., L.R.D.  
Productions, inc., and Edward White & Co., LLP

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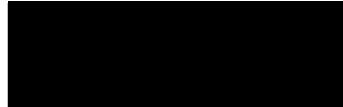
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DATED: June 15, 2017

THE ENDEAVOR LAW FIRM, P.C.

By:



Adam K. Waldman  
Attorneys for Plaintiffs and Cross-Defendants  
John C. Depp, II and Edward L. White as trustee  
of the Sweetzer Trust and as trustee of the  
Mooli Investment Trust and Cross-Defendants  
Edward White, Scaramanga Bros., Inc., L.R.D.  
Productions, Inc., and Edward White & Co., LLP

ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and  
Protective Order.

IT IS SO ORDERED.

DATED: 6/30, 2017



THE HONORABLE TERESA A BEAUDET

EXHIBIT A

**CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I hereby acknowledge that I, \_\_\_\_\_ [NAME],  
\_\_\_\_\_  
[POSITION AND EMPLOYER], am

about to receive Confidential Materials supplied in connection with the Proceeding, Case No. BC646882. 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 Materials 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 of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

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

Signature

Title

Address

City, State, Zip

Telephone Number

389923

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07/07/2007



**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 808 Wilshire Boulevard, 3rd Floor, Santa Monica, CA 90401.

On June 19, 2017, I served the following document(s) described as **STIPULATION AND PROTECTIVE – CONFIDENTIAL DESIGNATION ONLY** on the interested parties in this action as follows:

Matthew P. Kanny  
John Gatti  
Katrina Dela Cruz  
Manatt, Phelps & Phillips, LLP  
11355 W. Olympic Blvd.  
Los Angeles, CA 90064

*Attorneys for Plaintiffs*  
Tel: 310-312-4000  
Fax: 310-312-4224  
Email: [mkanny@manatt.com](mailto:mkanny@manatt.com)  
[jgatti@manatt.com](mailto:jgatti@manatt.com)  
[kdelacruz@manatt.com](mailto:kdelacruz@manatt.com)

Benjamin G. Chew  
Rory E. Adams  
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Manatt, Phelps & Phillips, LLP  
1050 Connecticut Ave NW, Suite 600  
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*Attorneys for Plaintiffs*  
Tel: 202-585-6511  
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Adam R. Waldman  
The Endeavor Law Firm, P.C.  
1775 Pennsylvania Avenue NW  
Suite 350  
Washington, DC 20006

*Attorneys for Plaintiffs*  
Tel: 202-550-4507  
Email: [awaldman@theendeavorgroup.com](mailto:awaldman@theendeavorgroup.com)

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from e-mail address [choffman@kwikalaw.com](mailto:choffman@kwikalaw.com) to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 19, 2017, at Santa Monica, California.

  
Candace Hoffman

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2017年7月25日

1 KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP.  
 2 MICHAEL J. KUMP (SBN 100983)  
 3 mkump@kwikalaw.com.  
 4 SUANN C. MACISAAC (SBN 205659)  
 5 smacisaac@kwikalaw.com  
 6 808 Wilshire Boulevard, 3rd Floor  
 7 Santa Monica, California 90401  
 8 Telephone: 310.566.9800  
 9 Facsimile: 310.566.9850

10 Attorneys for Defendant and Cross-complainant  
 11 The Mandel Company, Inc. (dba The  
 12 Management Group) and Defendants Joel L.  
 13 Mandel and Robert Mandel

**FILED**  
 Superior Court of California  
 County of Los Angeles  
**AUG 09 2017**  
 Sherri B. [REDACTED]  
 By [REDACTED] Clerk  
 [REDACTED] Deputy

**REC'D**  
**JUL 25 2017**  
**FILING WINDOW**

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

11 JOHN C. DEPP, II; and EDWARD L. WHITE, as  
 12 trustee of the Sweetzer Trust, and as trustee of the  
 13 Mooch Investment Trust

Case No. BC 646882

[Case Assigned to Judge Teresa A. Beaudet -  
 Dept. 50]

Plaintiffs,

14 vs.

**REVISED STIPULATION AND  
 PROTECTIVE ORDER -  
 CONFIDENTIAL DESIGNATION ONLY**

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

Action Filed: January 13, 2017  
 Trial Date: January 24, 2018

Defendants.

20 THE MANDEL COMPANY, INC. (dba THE  
 21 MANAGEMENT GROUP),

Cross-Complainant,

22 vs.

23 JOHN C. DEPP II, an individual; SCARAMANGA  
 24 BROS., INC., a California corporation; L.R.D.  
 25 PRODUCTIONS, INC.; a California corporation;  
 26 EDWARD WHITE, an individual; EDWARD  
 27 WHITE & CO., LLP, a California limited liability  
 28 partnership, and ROES 1 through 20, inclusive,

Cross-Defendants.

CITY/CASE #: BC646882  
 LEA/DEF#: [REDACTED]  
 RECEIPT #: CCH524880108  
 DATE PAID: 07/25/17 03:30 PM  
 PAYMENT: \$20.00  
 RECEIVED: 310  
 CHECK: \$20.00  
 CASH: \$0.00  
 CHANGE: \$0.00  
 CARD: \$0.00

STIPULATION AND PROTECTIVE ORDER

KINSELLA WEITZMAN ISER KUMP & ALDISERT LLP  
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2025年1月1日

1 IT IS HEREBY STIPULATED by and between the parties to *John C. Depp, II, et al. v.*  
2 *The Mandel Company, Inc., et al.*, Case No. BC646882, Plaintiffs and Cross-Defendants John C.  
3 Depp, II, Edward L. White as trustee of the Sweetzer Trust and as trustee of the Mooch Investment  
4 Trust, Cross-Defendants Edward White, Scaramanga Bros., Inc., L.R.D. Productions, Inc., Edward  
5 White & Co., LLP and Defendant and Cross-complainant The Mandel Company, Inc. (dba The  
6 Management Group) and Defendants Joel L. Mandel and Robert Mandel ("Parties"), by and  
7 through their respective counsel of record, that in order to facilitate the exchange of information  
8 and documents which may be subject to confidentiality limitations on disclosure due to federal  
9 laws, state laws, and privacy rights, the Parties stipulate as follows:

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

12 a. "Proceeding" means the above-entitled proceeding (BC 646882).

13 b. "Court" means the Hon. Teresa A. Beaudet, or any other judge to which this  
14 Proceeding may be assigned, including Court staff participating in such proceedings.

15 c. "Confidential" means any information which is in the possession of a  
16 Designating Party who believes in good faith that such information is entitled to confidential  
17 treatment under applicable law.

18 d. "Confidential Materials" means any Documents, Testimony or Information  
19 as defined below designated as "Confidential" pursuant to the provisions of this Stipulation and  
20 Protective Order.

21 e. "Designating Party" means the Party or any third-party that designates  
22 Materials as "Confidential."

23 f. "Disclose" or "Disclosed" or "Disclosure" means to reveal, divulge, give, or  
24 make available Materials, or any part thereof, or any information contained therein.

25 g. "Documents" means (i) any "Writing," "Original," and "Duplicate" as those  
26 terms are defined by California Evidence Code Sections 250, 255, and 260, which have been  
27 produced in discovery in this Proceeding by any person, and (ii) any copies, reproductions, or  
28 summaries of all or any part of the foregoing.

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1 h. "Information" means the content of Documents or Testimony.  
2 i. "Testimony" means all depositions, declarations or other testimony taken or  
3 used in this Proceeding.

4 2. The Designating Party shall have the right to designate as "Confidential" any  
5 Documents, Testimony or Information that the Designating Party in good faith believes to contain  
6 non-public information that is entitled to confidential treatment under applicable law. For the sake  
7 of clarification, third-parties producing Documents or providing testimony in the action may  
8 designate the Documents they produce, or the testimony they give, as "Confidential" under the  
9 terms of this protective order. However, only Parties to the action shall be able to challenge the  
10 designation of materials as "Confidential".

11 3. The entry of this Stipulation and Protective Order does not alter, waive, modify, or  
12 abridge any right, privilege or protection otherwise available to any Party with respect to the  
13 discovery of matters, including but not limited to any Party's right to assert the attorney-client  
14 privilege, the attorney work product doctrine, or other privileges, or any Party's right to contest  
15 any such assertion.

16 4. Any Documents, Testimony or Information to be designated as "Confidential" must  
17 be clearly so designated before the Document, Testimony or Information is Disclosed or produced.  
18 The Parties may agree that the case name and number are to be part of the "Confidential"  
19 designation. The "Confidential" designation should not obscure or interfere with the legibility of  
20 the designated Information.

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

24 b. For Testimony given in depositions the Designating Party may either:  
25 i. identify on the record, before the close of the deposition, all  
26 "Confidential" Testimony, by specifying all portions of the Testimony that qualify as  
27 "Confidential;" or

28 ii. designate the entirety of the Testimony at the deposition as

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1 "Confidential" (before the deposition is concluded) with the right to identify more specific  
2 portions of the Testimony as to which protection is sought within 30 days following receipt of the  
3 deposition transcript. In circumstances where portions of the deposition Testimony are designated  
4 for protection, the transcript pages containing "Confidential" Information may be separately bound  
5 by the court reporter, who must affix to the top of each page the legend "Confidential," as  
6 instructed by the Designating Party.

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

13 5. The inadvertent production by any of the undersigned Parties or non-Parties to the  
14 Proceedings of any Document, Testimony or Information during discovery in this Proceeding  
15 without a "Confidential" designation, shall be without prejudice to any claim that such item is  
16 "Confidential" and such Party shall not be held to have waived any rights by such inadvertent  
17 production. In the event that any Document, Testimony or Information that is subject to a  
18 "Confidential" designation is inadvertently produced without such designation, the Party that  
19 inadvertently produced the document shall give written notice of such inadvertent production  
20 within twenty (20) days of discovery of the inadvertent production, together with a further copy of  
21 the subject Document, Testimony or Information designated as "Confidential" (the "Inadvertent  
22 Production Notice"). Upon receipt of such Inadvertent Production Notice, the Party that received  
23 the inadvertently produced Document, Testimony or Information shall promptly destroy the  
24 inadvertently produced Document, Testimony or Information and all copies thereof, or, at the  
25 expense of the producing Party, return such together with all copies of such Document, Testimony  
26 or Information to counsel for the producing Party and shall retain only the "Confidential"  
27 designated Materials. Should the receiving Party choose to destroy such inadvertently produced  
28 Document, Testimony or Information, the receiving Party shall notify the producing Party in

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1 writing of such destruction within ten (10) days of receipt of written notice of the inadvertent  
2 production. This provision is not intended to apply to any inadvertent production of any  
3 information protected by attorney-client or work product privileges. In the event that this  
4 provision conflicts with any applicable law regarding waiver of confidentiality through the  
5 inadvertent production of Documents, Testimony or Information, such law shall govern.

6 6. The Parties agree to this "Clawback" provision to expedite and facilitate discovery  
7 and to protect against inadvertent disclosure of irrelevant, confidential or otherwise privileged  
8 information.

9 a. A Party's inadvertent or unintentional disclosure or production of any  
10 irrelevant, confidential materials (e.g., the inadvertent production of an irrelevant document  
11 pertaining to a third-party with no relation to the action) will not be deemed to waive a Party's  
12 right to assert that the materials are irrelevant or confidential. If any Party believes that it has  
13 produced any such irrelevant, confidential materials, the producing Party shall make a request to  
14 the receiving Party to return that information, identifying it specifically by bates number. Upon  
15 receiving such a request as to specific information or documents, the receiving Party shall return  
16 the information or documents to the producing Party within five (5) business days of the request.  
17 If the receiving Party contests the claim of irrelevance and/or confidentiality, then the receiving  
18 Party may retain a copy of the information or document identified, but may only use that  
19 information or document for the purpose of contesting its relevance and/or confidentiality until  
20 that issue is resolved by the Court. Any good faith disclosure of the information or document by  
21 the other Party prior to such a clawback request shall not be deemed a violation of the provisions  
22 of this Order. However, if a Party can tell from the face of the document that it appears to relate to  
23 a subject matter irrelevant to the action (e.g., materials related to another TMG client that is  
24 unrelated to the claims and defenses in the action), the other Party shall not file, use or otherwise  
25 publicly disclose the information without first raising the issue of the potential inadvertent  
26 production with the producing Party and allow the producing Party to clawback the document. A  
27 Party shall not file, use or otherwise publicly disclose in any manner any irrelevant, confidential  
28 information where the producing Party has asserted that the materials were inadvertently produced

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1 except for the sole purpose of contesting the document's irrelevance or confidentiality. Prior to  
2 filing or lodging the contested document as part of the Court file, the parties shall appear before  
3 the Court in an IDC to attempt to resolve the matter. Thereafter, if the parties cannot resolve the  
4 matter in the IDC, the Party shall if necessary lodge the contested document conditionally under  
5 seal and allow the Court to resolve the issue before the document is publicly filed. Pending the  
6 Court's ruling, a receiving Party may retain the produced documents in a sealed envelope and shall  
7 not make any other use of such information.

8           b. If information subject to a claim of attorney-client privilege or work-  
9 product immunity or any other privilege or immunity is inadvertently or mistakenly produced,  
10 such production shall in no way prejudice or otherwise constitute a waiver of or estoppel as to any  
11 claim of privilege or work-product immunity for such information under the law. If a Party has  
12 produced information subject to a claim of immunity or privilege, upon written request made by  
13 the producing Party, all copies of such information shall be returned to the producing Party within  
14 five (5) business days of such request unless the receiving Party intends to challenge the producing  
15 Party's assertion of privilege or immunity. If a receiving Party objects to the return of such  
16 information within the five (5) day period described above, the producing Party may move the  
17 Court for an order compelling the return of such information. Prior to filing the contested  
18 document as part of the Court file (whether publicly or lodged under seal), the parties shall appear  
19 before the Court in an IDC to attempt to resolve the matter. Thereafter, if the parties cannot  
20 resolve the matter in the IDC, the Party shall lodge the contested document conditionally under  
21 seal and allow the Court to resolve the issue before the document is publicly filed. Pending the  
22 Court's ruling, a receiving Party may retain the produced documents in a sealed envelope and shall  
23 not make any other use of such information.

24           7. In the event that counsel for a Party receiving Documents, Testimony or  
25 Information in discovery designated as "Confidential" objects to such designation with respect to  
26 any or all of such items, said counsel shall advise counsel for the Designating Party, in writing, of  
27 such objections, the specific Documents, Testimony or Information to which each objection  
28 pertains, and the specific reasons and support for such objections (the "Designation Objections").

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08/14/2017

1 Counsel for the Designating Party shall have thirty (30) days from receipt of the written  
2 Designation Objections to either (a) agree in writing to de-designate Documents, Testimony or  
3 Information pursuant to any or all of the Designation Objections and/or (b) file a motion with the  
4 Court seeking to uphold any or all designations on Documents, Testimony or Information  
5 addressed by the Designation Objections (the "Designation Motion"). Pending a resolution of the  
6 Designation Motion by the Court, any and all existing designations on the Documents, Testimony  
7 or Information at issue in such Motion shall remain in place. The Designating Party shall have the  
8 burden on any Designation Motion of establishing the applicability of its "Confidential"  
9 designation. In the event that the Designation Objections are neither timely agreed to nor timely  
10 addressed in the Designation Motion, then such Documents, Testimony or Information shall be de-  
11 designated in accordance with the Designation Objection applicable to such material. Pursuant to  
12 the parties' meet and confer agreement, and if acceptable to the Court, the Parties agree to raise all  
13 Designation Motions as part of the Court's Informal Discovery Conference process ("IDC").

14 8. Access to and/or Disclosure of Confidential Materials designated as "Confidential"  
15 shall be permitted only to the following persons:

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

- 24 c. those officers, directors, partners, members, employees and agents of all  
25 nondesignating Parties that counsel for such Parties deems necessary to aid counsel in the  
26 prosecution and defense of this Proceeding; provided, however, that prior to the Disclosure of  
27 Confidential Materials to any such officer, director, partner, member, employee or agent, counsel  
28 for the Party making the Disclosure shall deliver a copy of this Stipulation and Protective Order to



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1 such person, shall explain that such person is bound to follow the terms of such Order, and shall  
2 secure the signature of such person on a statement in the form attached hereto as Exhibit A;

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

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

8 f. any deposition or non-trial hearing witness in the Proceeding who  
9 previously did not have access to the Confidential Materials; provided, however, that each such  
10 witness given access to Confidential Materials shall be advised that such Materials are being  
11 Disclosed pursuant to, and are subject to, the terms of this Stipulation and Protective Order and  
12 that they may not be Disclosed other than pursuant to its terms;

13 g. mock jury participants, provided, however, that prior to the Disclosure of  
14 Confidential Materials to any such mock jury participant, counsel for the Party making the  
15 Disclosure shall deliver a copy of this Stipulation and Protective Order to such person, shall  
16 explain that such person is bound to follow the terms of such Order, and shall secure the signature  
17 of such person on a statement in the form attached hereto as Exhibit A.

18 h. outside experts or expert consultants consulted by the undersigned Parties  
19 or their counsel in connection with the Proceeding, whether or not retained to testify at any oral  
20 hearing; provided, however, that prior to the Disclosure of Confidential Materials to any such  
21 expert or expert consultant, counsel for the Party making the Disclosure shall deliver a copy of this  
22 Stipulation and Protective Order to such person, shall explain its terms to such person, and shall  
23 secure the signature of such person on a statement in the form attached hereto as Exhibit A. It shall  
24 be the obligation of counsel, upon learning of any breach or threatened breach of this Stipulation  
25 and Protective Order by any such expert or expert consultant, to promptly notify counsel for the  
26 Designating Party of such breach or threatened breach; and

27 i. any other person that the Designating Party agrees to in writing.  
28

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

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

7 11. Entering into, agreeing to, and/or complying with the terms of this Stipulation and  
8 Protective Order shall not:

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

12 b. prejudice in any way the right of any Party (or any other person subject to  
13 the terms of this Stipulation and Protective Order):

14 i. to seek a determination by the Court of whether any particular  
15 Confidential Material should be subject to protection as "Confidential" under the terms of this  
16 Stipulation and Protective Order; or

17 ii. to seek relief from the Court on appropriate notice to all other  
18 Parties to the Proceeding from any provision(s) of this Stipulation and Protective Order, either  
19 generally or as to any particular Document, Material or Information.

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

25 13. Any Information that may be produced by a non-Party witness in discovery in the  
26 Proceeding pursuant to subpoena or otherwise may be designated by such non-Party as  
27 "Confidential" under the terms of this Stipulation and Protective Order, and any such designation  
28 by a non-Party shall have the same force and effect, and create the same duties and obligations, as

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1 if made by one of the undersigned Parties hereto. Any such designation shall also function as a  
2 consent by such producing Party to the authority of the Court in the Proceeding to resolve and  
3 conclusively determine any motion or other application made by any person or Party with respect  
4 to such designation, or any other matter otherwise arising under this Stipulation and Protective  
5 Order.

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

18 15. Nothing in this Stipulation and Protective Order shall be construed to preclude  
19 either Party from asserting in good faith that certain Confidential Materials require additional  
20 protection. The Parties shall meet and confer to agree upon the terms of such additional  
21 protection. Pursuant to the parties' meet and confer agreement, and if acceptable to the Court, the  
22 Parties agree to raise any request that any Confidential Materials be entitled to additional  
23 protection as part of the Court's informal IDC. To the extent any party is withholding the  
24 production of Confidential Materials based on its desire to seek further protection as referenced  
25 herein, they shall be obligated to raise the issue promptly with the other party within seven (7)  
26 days of the production from which the Confidential Materials were withheld. That party will then  
27 reserve a mutually agreeable IDC date to resolve the issue.

28

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

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

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

21 19. The Parties shall meet and confer regarding the procedures for use of Confidential  
22 Materials at trial and shall move the Court for entry of an appropriate order.

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

27 21. This Stipulation and Protective Order shall continue to be binding after the  
28 conclusion of this Proceeding and all subsequent proceedings arising from this Proceeding, except

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1 that a Party may seek the written permission of the Designating Party or may move the Court for  
2 relief from the provisions of this Stipulation and Protective Order. To the extent permitted by law,  
3 the Court shall retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective  
4 Order, even after the Proceeding is terminated.

5 22. Upon written request made within thirty (30) days after the settlement or other  
6 termination of the Proceeding, the undersigned Parties shall have thirty (30) days to either (a)  
7 promptly return to counsel for each Designating Party all Confidential Materials and all copies  
8 thereof (except that counsel for each Party may maintain in its files, in continuing compliance with  
9 the terms of this Stipulation and Protective Order, all work product, and one copy of each pleading  
10 filed with the Court and one copy of each deposition together with the exhibits marked at the  
11 deposition), (b) agree with counsel for the Designating Party upon appropriate methods and of  
12 destruction or other disposition of such Confidential Materials, or (c) as to any Documents,  
13 Testimony or other Information not addressed by sub-paragraphs (a) and (b), file a motion seeking  
14 a Court order regarding proper preservation of such Materials. To the extent permitted by law the  
15 Court shall retain continuing jurisdiction to review and rule upon the motion referred to in sub-  
16 paragraph (c) herein.

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

21 24. The Parties and all signatories to the Certification attached hereto as Exhibit A  
22 agree to be bound by this Stipulation and Protective Order pending its approval and entry by the  
23 Court. In the event that the Court modifies this Stipulation and Protective Order, or in the event  
24 that the Court enters a different Protective Order, the Parties agree to be bound by this Stipulation  
25 and Protective Order until such time as the Court may enter such a different Order. It is the  
26 Parties' intent to be bound by the terms of this Stipulation and Protective Order pending its entry  
27 so as to allow for immediate production of Confidential Materials under the terms herein.

28 This Stipulation and Protective Order may be executed in counterparts.

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DATED: July 21, 2017

KINSELLA WEITZMAN ISER KUMP  
& ALDISERT LLP


By:

  
Suann C. MacIsaac  
Attorneys for Defendants The Mandel Company,  
Inc., Joel L. Mandel, Robert Mandel and Cross-  
complainant The Mandel Company, Inc.

DATED: July 21, 2017

MANATT, PHELPS & PHILLIPS, LLP

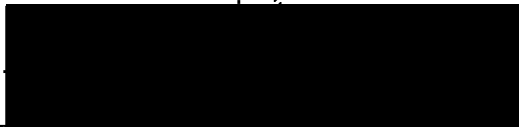
By:

  
Matthey P. Kanny  
Attorneys for Plaintiffs and Cross-Defendants  
John C. Depp, II and Edward L. White as trustee  
of the Sweetzer Trust and as trustee of the  
Mooch Investment Trust and Cross-Defendants  
Edward White, Scaramanga Bros., Inc., L.R.D.  
Productions, Inc., and Edward White & Co., LLP

DATED: July 21, 2017

THE ENDEAVOR LAW FIRM, P.C.

By:

  
Adam R. Waldman  
Attorneys for Plaintiffs and Cross-Defendants  
John C. Depp, II and Edward L. White as trustee  
of the Sweetzer Trust and as trustee of the  
Mooch Investment Trust and Cross-Defendants  
Edward White, Scaramanga Bros., Inc., L.R.D.  
Productions, Inc., and Edward White & Co., LLP

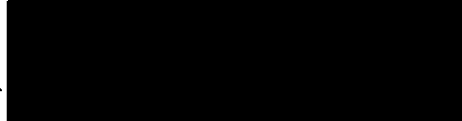
ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation and  
Protective Order.

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IT IS SO ORDERED.

DATED: 8/8, 2017



THE HONORABLE TERESA A BEAUDET

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08/08/2017

**EXHIBIT A**

**CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS**

I hereby acknowledge that I, \_\_\_\_\_ [NAME],

\_\_\_\_\_, [POSITION AND EMPLOYER], am

about to receive Confidential Materials supplied in connection with the Proceeding, Case No. BC646882. 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 Materials 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 of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

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

BY: \_\_\_\_\_

Signature

Title

Address

City, State, Zip

Telephone Number

395278

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**PROOF OF SERVICE**

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STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 808 Wilshire Boulevard, 3rd Floor, Santa Monica, CA 90401.

On July 25, 2017, I served the following document(s) described as **REVISED STIPULATION AND PROTECTIVE ORDER – CONFIDENTIAL DESIGNATION ONLY** on the interested parties in this action as follows:

Matthew P. Kanny  
John Gatti  
Katrina Dela Cruz  
**Manatt, Phelps & Phillips, LLP**  
11355 W. Olympic Blvd.  
Los Angeles, CA 90064

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Tel: 310-312-4000  
Fax: 310-312-4224  
Email: [mkanny@manatt.com](mailto:mkanny@manatt.com)  
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[kdelacruz@manatt.com](mailto:kdelacruz@manatt.com)

Benjamin G. Chew  
Rory E. Adams  
Joshua N. Drian  
**Manatt, Phelps & Phillips, LLP**  
1050 Connecticut Ave NW, Suite 600  
Washington, DC 20036

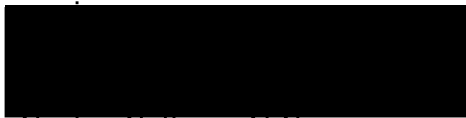
*Attorneys for Plaintiffs*  
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Fax: 202-585-6600  
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[radams@manatt.com](mailto:radams@manatt.com)  
[jdrian@manatt.com](mailto:jdrian@manatt.com)

Adam R. Waldman  
**The Endeavor Law Firm, P.C.**  
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Suite 350  
Washington, DC 20006

*Attorneys for Plaintiffs*  
Tel: 202-550-4507  
Email: [awaldman@theendeavorgroup.com](mailto:awaldman@theendeavorgroup.com)

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from e-mail address [choffman@kwikalaw.com](mailto:choffman@kwikalaw.com) to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 25, 2017, at Santa Monica, California.



Candace Hoffman *CH*

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210071180

*Doe v. Depp,*

**No. BC482823 (Sup. Ct. L.A. Cty., Cent. Dist., 2012)**

REC'D

JUN - 1 2012

ILING WINDOW

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SEPEHR DAGHIGHIAN, State Bar No. 239349  
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Telephone: (310) 887-1333  
Facsimile: (310) 887-1334  
E-mail: sepehr@daghighian.com

**FILED**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF LOS ANGELES

JUN 06 2012

John A. Clarke, Executive Officer/Clerk  
By PAUL SOLIS Deputy

Attorneys for Plaintiff:  
JANE DOE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JANE DOE, an individual  
Plaintiff,

v.

JOHN CHRISTOPHER DEPP II, also  
known as JOHNNY DEPP, an individual;  
HOLLYWOOD PALLADIUM  
THEATER, a business entity, form  
unknown; and ROES I to 50,

Defendants.

Case No. BC482823

*D-56*

~~Proposed~~ STIPULATED PROTECTIVE  
ORDER

LOS ANGELES SUPERIOR COURT  
RECEIVED  
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DEPT. 56

CITY/CASE: BC482823 LEA/DEF#: \_\_\_\_\_  
RECEIPT #: CCH478057036  
DATE PAID: 06/01/12 01:40:00 PM  
PAYMENT: \$20.00  
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1           WHEREAS, Plaintiff Jane Doe ("Plaintiff") and Defendants JOHN CHRISTOPHER  
2 DEPP II, also known as JOHNNY DEPP, an individual; Live Nation Worldwide, Inc.  
3 (erroneously sued and served as Hollywood Palladium Theater) (collectively "Defendants")  
4 recognize that, pursuant to discovery or otherwise during the course of the above-captioned  
5 lawsuit between the parties (the "Lawsuit"), the parties may be required to produce or disclose  
6 personal, commercially sensitive, financial or proprietary information ("Confidential  
7 Information");

8           WHEREAS, the parties have, through counsel, stipulated to entry of this Stipulated  
9 Protective Order to prevent unnecessary disclosure or dissemination of such Confidential  
10 Information.

11           THEREFORE, IT IS HEREBY ORDERED that the following provisions of this Stipulated  
12 Protective Order (hereinafter the "Order") shall control the disclosure, dissemination, and use of  
13 Confidential Information in the Lawsuit:

14           1.       This Order shall govern the production, use and disclosure of confidential  
15 documents, things and information produced, used or disclosed in connection with the Lawsuit  
16 and designated in accordance with this Order. A party may designate information, documents or  
17 things produced, used or disclosed in connection with the Lawsuit as "CONFIDENTIAL" or  
18 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" and subject to the protections and  
19 requirements of this Order, if so designated in writing to the other parties, or orally if recorded as  
20 part of a deposition or court proceeding, pursuant to the terms of this Order. Information,  
21 documents and things that a party believes contains or refers to information that is not generally  
22 available to or accessible by the general public, or that is to be kept confidential due to preexisting  
23 obligations, or that if disclosed would tend to damage the party's position, may be designated as  
24 "CONFIDENTIAL." Information, documents and things that a party believes contain or refer to  
25 highly sensitive personal, financial, or health care information may be designated as  
26 "CONFIDENTIAL - ATTORNEYS' EYES ONLY."

27           2.       In the case of a document or thing, a designation of "CONFIDENTIAL" or  
28 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" shall be accomplished by marking each page

1 of the document or thing (or in the case of computer medium on the medium and its label and/or  
2 cover) with the appropriate legend "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS'  
3 EYES ONLY." Documents printed out from any electronic medium marked "CONFIDENTIAL"  
4 or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" shall be marked by the printing party with  
5 the same designation as the electronic medium from which they are printed.

6 3. Information conveyed or discussed in testimony at a deposition shall be subject to  
7 this Order, provided that such deposition testimony it is designated as "CONFIDENTIAL" or  
8 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" orally or in writing either at the time of the  
9 deposition or after receipt by the parties of the deposition transcript. For such time as any  
10 information, documents or things designated as "CONFIDENTIAL" or "CONFIDENTIAL -  
11 ATTORNEYS' EYES ONLY" are disclosed in a deposition, the party whose information,  
12 documents or things are to be disclosed shall have the right to exclude from attendance at the  
13 deposition any person who is not entitled to receive such information, documents or things  
14 pursuant to this Order. In the event that a party believes that "CONFIDENTIAL" or  
15 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" information will be disclosed during a  
16 deposition, counsel for the party may designate on the record that all or specific portions of the  
17 deposition transcript, and the information contained therein, is to be treated as  
18 "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY." In addition, a party  
19 shall have thirty (30) days after receiving a copy of the deposition transcript in which to designate  
20 all or specific portions of the transcript as "CONFIDENTIAL" or "CONFIDENTIAL -  
21 ATTORNEYS' EYES ONLY," as appropriate. If, within such thirty (30) days, no party  
22 designates in writing certain portions of the deposition transcript as "CONFIDENTIAL" or  
23 "CONFIDENTIAL - ATTORNEYS' EYES ONLY," all parties shall be permitted to use such  
24 portions of the transcript and the information contained therein with no restrictions of  
25 confidentiality, subject to the provisions of Paragraph 4 below. However, under no circumstances  
26 shall any deposition transcript, video and/or audio recording created in connection with the  
27 Lawsuit be disclosed, disseminated or otherwise released, directly or indirectly, to the media,  
28 including, without limitation, to any of the following individuals and/or entities: news outlets,

1 journalists, media organizations, newspapers, periodicals, magazines, publishers, publications,  
2 television stations, television studios, radio stations, tabloids, Internet service providers, websites,  
3 databases, blogs, online social networks, podcasts, Internet publications, and/or any other person  
4 or enterprise involved in the print, broadcast, wire, online, electronic or other media.

5 4. The failure of a party to designate information, documents or things as  
6 "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" in accordance with  
7 this Order, and/or the failure to object to such a designation, shall not preclude a party at a later  
8 time from subsequently designating or objecting to the designation of such information,  
9 documents or things as "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES  
10 ONLY." The parties understand and acknowledge that a party's failure to designate information,  
11 documents or things as either "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES  
12 ONLY" at or within the time specified in this Order relieves the other parties of any obligation of  
13 confidentiality until the designation is actually made.

14 5. Any information, document or thing designated as "CONFIDENTIAL" shall be  
15 used by the receiving party solely in connection with the Lawsuit and shall not be disclosed to  
16 anyone other than:

- 17 (a) The Court and Court personnel;
- 18 (b) employees/agents of the parties, provided that:
- 19 (i) such disclosure is needed to assist in the prosecution or defense of  
20 this Lawsuit;
- 21 (ii) such information is maintained in separate and identifiable files,  
22 access to which is restricted to the foregoing persons; and
- 23 (iii) before any such employee or agent is shown or receives any  
24 information, document or thing designated as "CONFIDENTIAL," he or she must execute a  
25 Declaration and Non-Disclosure Agreement in the form of Exhibit A (attached hereto) and the  
26 procedures of Paragraph 7 below must be followed;
- 27 (c) outside counsel of record, and their employees;
- 28 (d) testifying experts, translators, interpreters, investigators, consulting experts

1 and advisors who are independent of and not employed by a competitor of the producing party  
2 (including, but not limited to, a competitor's suppliers, contractors and operators) who are  
3 retained for purposes of the Lawsuit, provided, however, that before any such person is shown or  
4 receives any information, document or thing designated as "CONFIDENTIAL," he or she must  
5 execute a Declaration and Non-Disclosure Agreement in the form of Exhibit A attached hereto  
6 and the procedures of Paragraph 7 below must be followed;

7 (e) persons testifying in depositions to the extent the "CONFIDENTIAL"  
8 document, thing or information was authored by, addressed to or received by the person  
9 testifying, or such person is established as knowledgeable of such information or thing, or  
10 contents of the document, prior to disclosing the information, document or thing; and

11 (f) any mediator or arbitrator that the parties engage in this Lawsuit, or that the  
12 Court appoints.

13 6. Any information, document or thing designated as "CONFIDENTIAL -  
14 ATTORNEYS' EYES ONLY" shall be used by the receiving party solely in connection with the  
15 Lawsuit and shall not be disclosed to anyone other than:

16 (a) The Court and Court personnel;

17 (b) outside counsel of record, and their employees;

18 (c) testifying experts, translators, interpreters, investigators, consulting experts  
19 and advisors who are independent of and not employed by a competitor of the producing party  
20 (including, but not limited to, a competitor's suppliers, contractors and operators) who are  
21 retained for purposes of the Lawsuit, provided, however, that before any such person is shown or  
22 receives any information, document or thing designated as "CONFIDENTIAL - ATTORNEYS'  
23 EYES ONLY," he or she must execute a Declaration and Non-Disclosure Agreement in the form  
24 of Exhibit A and the procedures of Paragraph 7 below must be followed;

25 (d) persons testifying in depositions to the extent the "CONFIDENTIAL -  
26 ATTORNEYS' EYES ONLY" document, thing or information was authored by, addressed to or  
27 received by the person testifying, or such person is established as knowledgeable of such  
28 information or thing, or contents of the document, prior to disclosing the information, document

1 or thing; and

2 (e) any mediator or arbitrator that the parties engage in this Lawsuit, or that the  
3 Court appoints.

4 Each party specifically reserves the right, on a case by case basis, to request permission to  
5 allow a designated employee(s) to have access to information designated by the other party as  
6 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" upon a showing that such access by the  
7 designated employees is necessary for the requesting party to address a specific relevant issue in  
8 the Lawsuit, and that the issue cannot otherwise be meaningfully addressed by the requesting  
9 party (e.g., through the employment of an independent expert) without such access by the  
10 designated employee(s). The parties shall make reasonable efforts among themselves to resolve  
11 any issues relating to any such requests. If agreement cannot be reached, the requesting party may  
12 file a motion with the Court seeking access by the designated employee(s) to the other party's  
13 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" information upon the showing as set forth  
14 above and consistent with California law.

15 7. The attorneys of record for the receiving party shall retain the original, executed  
16 Declarations and Non-Disclosure Agreements (in the form of Exhibit A) that have been executed  
17 by that party's employees, testifying experts, translators, interpreters, investigators, consulting  
18 experts and advisors.

19 8. Unless otherwise permitted herein, if requested by the producing party within sixty  
20 (60) days after the final disposition of the Lawsuit, including all appeals therefrom, all documents  
21 and things designated as "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES  
22 ONLY," all copies of such documents and all papers containing "CONFIDENTIAL" or  
23 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" information in the possession, custody or  
24 control of the parties and their attorneys, employees, experts, translators, interpreters,  
25 investigators, advisors or consultants shall be destroyed or returned to counsel for the producing  
26 party. Upon request, a party and its counsel shall separately provide written certification to the  
27 producing party that the actions required by this Paragraph 8 have been completed.

28



1           9.     The Court shall retain jurisdiction over the parties for the purpose of ensuring  
2 compliance with this Order and granting such amendments, modifications and additions to this  
3 Order and such other and further relief as may be necessary, and any party may apply to the Court  
4 at any time for an amendment, modification or addition to this Order. This Order shall survive the  
5 final disposition of the Lawsuit, by judgment, dismissal, settlement or otherwise.

6           10.    Notwithstanding anything in this Order to the contrary, the confidentiality  
7 obligations of this Order shall not prohibit the use by any party of any information, documents or  
8 things that are currently in the party's lawful possession, custody or control, that later come into  
9 the possession of the party from the public domain or from others lawfully in possession of such  
10 information, documents or things who are not parties to the Lawsuit or bound by this Order or a  
11 comparable order or obligation, or that are required to be disclosed by any law, regulation, order  
12 or rule of any governmental authority; provided, however, that if a party is required to disclose a  
13 document, thing or information designated as confidential pursuant to any law, regulation, order  
14 or rule of any governmental authority, the party shall give immediate advance notice, to the extent  
15 possible, of any such requested disclosure in writing to the counsel of the other parties to afford  
16 those parties the opportunity to seek legal protection from the disclosure of such information,  
17 documents or things. However, nothing contained in this Order is intended to be construed as  
18 authorizing a party to disobey a lawful subpoena issued in another action.

19           11.    For any violation of the terms of this Order, any party shall be free to apply to the  
20 Court for any relief that the party deems appropriate.

21           12.    Neither this Order nor any stipulation therefor, nor any disclosure or use of  
22 information, documents or things, in whatever form, pursuant to this Order, shall be deemed an  
23 admission, waiver or agreement by any party that any information, document or thing designated  
24 as "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" hereunder is or is  
25 not a trade secret or Confidential Information entitled to protection from disclosure. Further,  
26 neither this Order nor any stipulation therefor shall be deemed to expand the scope of discovery in  
27 the Lawsuit beyond the limits otherwise prescribed by law or to enlarge the scope of discovery to  
28 matters unrelated to this Lawsuit.

1           13. Unintentional production of documents subject to work-product immunity, the  
2 attorney-client privilege, or joint-defense privilege, whether through inadvertence, accident,  
3 carelessness, negligence, gross negligence, recklessness or otherwise, shall not, by that act alone,  
4 constitute a waiver of the immunity or privilege, provided that the producing party notifies the  
5 receiving party in writing, with confirmation, of the fact and circumstances of such an alleged  
6 unintentional production promptly upon learning of it. Such alleged unintentionally produced  
7 documents, and all copies thereof, shall be promptly returned to the producing party or destroyed  
8 upon request, unless the receiving party promptly seeks the Court's determination that (i) the  
9 documents are not privileged or protected by work product immunity or (ii) a waiver has  
10 occurred, e.g., because the production was not unintentional or the claim of unintentional  
11 production was not made promptly. Until the parties or the Court resolve(s) the issues raised by  
12 the receiving party, the receiving party may not use or disclose the alleged unintentionally  
13 produced documents.

14           14. This Order shall not be construed to foreclose any party from moving the Court for  
15 an order that information, documents or things designated as "CONFIDENTIAL" are not  
16 confidential or that information, documents or things designated as "CONFIDENTIAL -  
17 ATTORNEYS' EYES ONLY" should be reclassified to a lower level of confidentiality or are not  
18 confidential. On a motion to reclassify "CONFIDENTIAL - ATTORNEYS' EYES ONLY"  
19 information, documents or things at a lower level of confidentiality, the moving party shall have  
20 the burden of proving that the need to disclose the information, documents or things to the  
21 opposing party's personnel outweighs the non-moving party's need to keep such information  
22 private. On a motion to designate "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS'  
23 EYES ONLY" information, documents or things as not confidential, the moving party shall have  
24 the burden of proving that the information, documents or things so designated do not contain or  
25 refer to highly sensitive personal, financial, or health care information. Prior to making any such  
26 motion, the parties shall discuss the matter in good faith to try to resolve or narrow the scope of  
27 the subject motion. The information, documents or things shall be treated as originally  
28 designated, i.e., "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" at

1 least until the parties agree otherwise or the Court issues an order removing such designation.  
2 The finding that information, documents or things designated as "CONFIDENTIAL" or  
3 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" are actually non-confidential shall not in  
4 itself constitute a negation or waiver of the confidentiality of any other information, documents or  
5 things designated as "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY"  
6 of the producing party.

7 15. If a third party produces documents, things or information or provides deposition  
8 testimony that it believes contain(s) or refer(s) to information that is "CONFIDENTIAL" or  
9 "CONFIDENTIAL - ATTORNEYS' EYES ONLY," such third party may mark such documents  
10 or things, or identify such information and deposition testimony in accordance with Paragraphs 1 -  
11 3 above, and such documents, things, information and deposition testimony shall be treated by the  
12 parties in accordance with the provisions of this Order as if such documents, things, information  
13 and deposition testimony were produced by a party to this action.

14 16. In accordance with the Rules of Court, if any papers to be filed with the Court  
15 contain information and/or documents that have been designated as "CONFIDENTIAL" or  
16 "CONFIDENTIAL - ATTORNEYS' EYES ONLY," the proposed filing shall be accompanied by  
17 an application to file the papers or the portion thereof containing the designated information or  
18 documents (if such portion is segregable) and, if appropriate, the application itself under seal; and  
19 the application shall be directed to the judge to whom the papers are directed.

20 17. Any party that designates written discovery requests or responses as  
21 "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY," shall provide upon  
22 written request, within two business days from receipt of any such request, a redacted copy of  
23 same to all other parties, to the extent feasible, which removes all "CONFIDENTIAL" or  
24 "CONFIDENTIAL - ATTORNEYS' EYES ONLY" information.

25 (a) If a receiving party is served with a subpoena or an order issued in other  
26 litigation that would compel disclosure of any information or items designated in this action as  
27 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY," the  
28 receiving party must so notify the designating party, in writing (by U.S. Mail and, if possible, by

1 facsimile or email) immediately and in no event more than three days after receiving the subpoena  
2 or order. Such notification must include a copy of the subpoena or court order.

3 (b) The receiving party also must immediately inform in writing the party who  
4 caused the subpoena or order to issue in the other litigation that some or all the material covered  
5 by the subpoena or order is the subject of this Order. In addition, the receiving party must deliver  
6 a copy of this Order promptly to the party in the other action that caused the subpoena or order to  
7 issue.

8 (c) The purpose of imposing these duties is to alert the interested parties to the  
9 existence of this Order and to afford the designating party in this Lawsuit an opportunity to try to  
10 protect its confidentiality interests in the court from which the subpoena or order issued. The  
11 designating party shall bear the burdens and the expenses of seeking protection in that court of its  
12 confidential material; and nothing in these provisions should be construed as authorizing or  
13 encouraging a receiving party in this action to disobey a lawful directive from another court.

14 18. Nothing in this Order abridges the right of any person to seek its modification by  
15 the Court in the future.


16 19. By stipulating to the entry of this Order no Party waives any right it otherwise  
17 would have to object to disclosing and/or producing any information or item on any ground not  
18 addressed in this Order. Similarly, no party waives any right to object on any ground to use in  
19 evidence of any of the material covered by this Order.


20 20. Nothing in this Order shall require disclosure of materials a party contends are  
21 protected from disclosure by the attorney-client privilege, the attorney work-product doctrine, or  
22 other applicable protection. This provision shall not, however, be construed to preclude any party  
23 from moving the Court for an order directing the disclosure of such materials where it disputes the  
24 claim of attorney-client privilege, the attorney work-product doctrine, or any other allegedly  
25 applicable protection.


26 21. The Order shall not prevent a party from applying to the Court for relief therefrom,  
27 or from applying to the Court for a modification of this Order or further or additional protection  
28 against or limitation upon production of documents produced in response to discovery.

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22. This Order may be executed in counterparts, which taken together shall be deemed to constitute one and the same document. Facsimile or otherwise electronically transmitted signatures shall have the same force and effect as an original.

~~LAW OFFICES OF SEPEHR DAGHIGHIAN, P.C.~~  
Dated: May 31, 2012  
  
~~SEPEHR DAGHIGHIAN, ESQ.~~  
Attorney for Plaintiff: Jane Doe

Dated: 5/31/2012  
~~LAVELY & SINGER PROFESSIONAL CORPORATION~~  
  
MARTIN D. SINGER  
Attorney for Defendant John Christopher Depp II, also known as Johnny Depp

Dated: 5/31/12  
~~DANIELS, FINE, ISRAEL, SCHONBUCH & LEOVITS,~~  
  
ROBERT P. MOORE, ESQ.  
Attorney for Defendant: Live Nation Worldwide, Inc.  
(erroneously sued and served as Hollywood Palladium Theater).

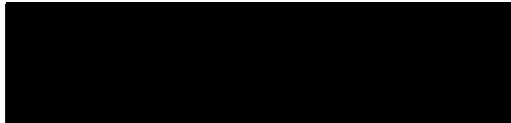
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**IT IS SO ORDERED:**

Date: JUNE 6, 2012



Los Angeles Superior Court Judge

**MICHAEL JOHNSON**

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**EXHIBIT "A"**

6/7/12

EX A



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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

JANE DOE, an individual  
  
Plaintiff,  
  
v.  
  
JOHN CHRISTOPHER DEPP II, also  
known as JOHNNY DEPP, an individual;  
HOLLYWOOD PALLADIUM  
THEATER, a business entity, form  
unknown; and ROES 1 to 50,  
  
Defendants.

Case No. BC482823  
  
**DECLARATION AND NON-DISCLOSURE  
AGREEMENT**

DECLARATION OF \_\_\_\_\_ (Name of Declarant)

I, \_\_\_\_\_, declare as follows:

1. My address is \_\_\_\_\_

2. If I am an expert, a copy of my curriculum vitae is attached.

3. My present employer is \_\_\_\_\_

4. My present occupation or job description is \_\_\_\_\_

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5. I have received a copy of the Stipulated Protective Order entered in the above-captioned action on \_\_\_\_\_.

6. I have carefully read and understood the provisions of the Stipulated Protective Order.

7. I will comply with all of the provisions of the Stipulated Protective Order.

8. I will hold in confidence, not to disclose to anyone not designated in the Stipulated Protective Order, and will use only for the purposes of assisting in the resolution of disputes between the parties to this lawsuit, any information or documents designated as "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY."

9. I will return all documents designated as "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEYS' EYES ONLY" that may come into my possession, and documents or things which I may prepare relating thereto, to counsel for the party who disclosed or furnished such documents to me promptly upon the request of counsel for all parties or, if applicable, upon the request of counsel by whom I have been retained, or upon the conclusion of this lawsuit.

10. I hereby submit to the jurisdiction of this Court for the purposes of enforcement against me of the terms of the Stipulated Protective Order and of the terms of this Declaration.

11. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ in \_\_\_\_\_.

\_\_\_\_\_  
(Signature)