

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JOHN C. DEPP, II,

Plaintiff and Counterclaim-Defendant,

v.

AMBER LAURA HEARD,

Defendant and Counterclaim-plaintiff.

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JOHN T. FREY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

Civil Action No.: CL-2019-0002911

**AMBER LAURA HEARD'S MEMORANDUM IN SUPPORT OF MOTION TO  
COMPEL AND FOR RELIEF BASED ON PLAINTIFF DEPP'S FAILURE TO TIMELY  
PRODUCE DISCOVERY BEFORE THE DEPOSITION OF TRACEY JACOBS**

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Clarissa K. Pintado (VSB 86882)  
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*Counsel to Defendant and Counterclaim-  
Plaintiff Amber Laura Heard*

“Discovery is not a game. It is integral to the quest for truth and the fair adjudication of the issues in the case. Violations of discovery rules thus cannot go uncorrected or undeterred without undermining the truthseeking process.” *Black v. Rhodes*, 94 Va. Cir. 316, 321 (Roanoke 2016). “[T]he primary purpose of discovery rules is to prevent the use of surprise, trickery, bluff, and legal gymnastics.” *Runions v. Norfolk & Western Ry.*, 51 Va. Cir. 341, 343 (Roanoke 2000). “The remedial relief to be granted by the trial court following a discovery violation or upon the late disclosure of evidence is within the trial court’s discretion.” *Moreno v. Commonwealth*, 10 Va. App. 408, 420 (1990).<sup>1</sup>

This motion is brought because Mr. Depp has engaged in precisely these abhorred tactics, significantly prejudicing Ms. Heard in discovering prior deposition testimony, texts and emails from Mr. Depp’s 30-year agent – in a case where Mr. Depp is claiming \$50 million in damages for losing the role in *Pirates of the Caribbean 6* solely because Ms. Heard stated in an Op Ed she had been the victim of domestic violence. The withheld documents are plainly relevant: they reflect Mr. Depp’s history of extensive and worsening drug and alcohol abuse, leading to increased anger, hostility and violent behavior, inability to remember his lines, and tardiness or absence from filming. They reflect Disney (the *Pirates* studio) executives’ expressed concern over Mr. Depp’s behavior, including his actions towards Ms. Heard, and Ms. Jacobs’ belief that in light of Mr. Depp’s behavior in the 2015-16 timeframe, Mr. Depp was quite capable of violence and had even displayed that increasing volatility towards Ms. Jacobs.

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<sup>1</sup> When a litigant fails to timely respond to a discovery request, a court may enter “such order in regard to the failure as are just.” Va. Sup. Ct. R. 4:12(d). Given the sweep of Rule 4:12, a trial court has “broad discretion” to fashion an appropriate sanction. *Rappold v. Indiana Lumbermens Mutual Ins. Co.*, 246 Va. 10, 14 (1993) (“Rule 4:12 gives the trial court broad discretion in determining what sanctions, if any, will be imposed upon a litigant who fails to respond timely to discovery.”). “This discretion parallels the even greater inherent powers of the court to address sanctionable conduct.” *Judkins v. Shorter*, 53 Va. Cir. 230, 231 (Isle of Wight 2000).

While hiding this information from Ms. Heard, who had requested it, Mr. Depp cherry picked testimony he believed favorable from Ms. Jacobs' depositions and documents, and used it during the deposition, while depriving Ms. Heard's counsel of the materials. Depp's counsel's office sent the deposition transcripts and documents, merely labeled DEPP 017, after the deposition started, providing no indication these related to the deposition that had already started. After he began using the materials and was questioned by Ms. Heard's counsel about these never being produced, Mr. Depp's counsel falsely stated that counsel was mistaken and her assistant had the materials and she should check with her assistant, suggesting these had been provided earlier, and Ms. Heard's counsel's office had overlooked them. Meanwhile, Mr. Depp's counsel marked these as exhibits in advance, used the documents and depositions to his advantage during the deposition, while counsel for Ms. Heard had never seen them, and was unprepared to defend, to impeach, or to make positive use of the materials, or authenticate favorable documents.

As described in further detail below, this is the type of discovery gamesmanship this Court should never condone or permit. The Court should take strong, swift action to make clear this is unacceptable conduct and to deter counsel from engaging in similar conduct in the future.

### ARGUMENT

The relevant portions of the record clearly establish Mr. Depp's wrongful conduct. On August 19, 2020, Ms. Heard requested deposition transcripts of witnesses from litigation in which Mr. Depp was previously a party. Mr. Depp refused to produce any – not even his own – claiming that Ms. Heard was seeking discovery on “wholly unrelated cases.” **Att. 1 at RFP 2, pp 11-12.** This forced Ms. Heard to move to compel. At the hearing, Mr. Chew falsely represented to the Court, “Having been involved in all of those cases, Your Honor, I can say that none of those cases has anything to do with Ms. Heard or alleged abuse by Ms. Heard or any

other woman.” Att. 2, 11-20-20 Tr. 15:9-12. Based on that representation, the Court found the requests too broad, and the Court denied Ms. Heard’s Motion to Compel. Ms. Heard then issued more narrow RFPs based on 17 categories relevant to this litigation (limitations earlier negotiated and agreed to). Yet Mr. Depp refused to produce any documents to any of the narrowed Requests. Att. 3 at RFP. 5, pp 13-16.<sup>2</sup>

Eight minutes after Ms. Jacobs’ deposition began, Mr. Depp’s paralegal emailed an unidentified document production with password protection limited to the recipients, leaving out the primary paralegal in the case. Att. 4. Mr. Depp hid this production, calling it simply “DEPP017” without any explanation that the production contained documents relevant to Ms. Jacobs. *Id.* There was no way Ms. Bredehoft would see the document production because she was in the deposition, and the omission of the primary paralegal in the case also ensured that Ms. Bredehoft would not become aware of the production during the deposition, to either postpone the deposition or seek a break to review.

The depositions revealed highly relevant and damaging information: Mr. Depp’s serious and worsening drug and alcohol use, lateness and not showing up at all in filming, studios’ unhappiness with Mr. Depp, significant financial issues surrounding some of the beatings Mr. Depp inflicted on Ms. Heard, and even Ms. Jacobs’ knowledge of issues relating to Mr. Depp’s conduct. Ms. Jacobs testified that she believed Mr. Depp hit Ms. Heard based on “his behavior, and his inconsistencies, and violent outbursts.” Att. 5 (Mandel Tr. at 128:22-129:19.)<sup>3</sup> Ms. Jacobs also testified that “more than a couple of times” Mr. Depp was so angry at Ms. Jacobs “to

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<sup>2</sup> Those requests are part of Ms. Heard’s 10<sup>th</sup> Requests for Production, for which a Motion to Compel has been simultaneously filed and is scheduled to be heard July 2, 2021.

<sup>3</sup> Both transcripts were originally labeled Confidential in their proceedings, but are not in this case, because of the limited Protective Order.



the point where it really concerned” her, and that “these instances of his anger seem[ed] to intensify as time went on.” *Id.* at 130:1-131:10. In fact, in the period of 2015 and 2016, she testified Mr. Depp “was angry at everybody.” *Id.* Mr. Depp’s actions hurt Mr. Depp’s career, *id.* at 128:10-131:18. Further, Mr. Depp lied to the LAPD, *Id.* at 172:5-173:16, and appeared on TV drunk and stoned, to the point that studio executives called Ms. Jacobs asking “What the hell was wrong with your client?” Att. 6 (Bloom Tr. at 126.2-19). Ms. Jacobs testified that the same issues appeared during the filming of Pirates 5, and Disney told Ms. Jacobs the conduct was not “going to be tolerated,” Disney was “not going to put up with this,” and “there was no love between Johnny and Disney, given the Pirates five situation.” Att. 6, at 162-66; 198.

Mr. Depp’s counsel was intentionally deceptive during the deposition: when Ms. Heard’s counsel objected that these documents had never been produced, Mr. Depp’s counsel falsely stated “they were all produced to your office **prior to this deposition**. So you should, again, check with them, because you got that and you got the deposition transcripts.” Att. 7 at 162:11-15 (emphasis added); *see also id.* at 85:17-86:2 (Ms. Bredehoff: “Ms. Jacobs, just so you know, I don’t have your prior deposition. We requested them of Mr. Depp, they have not been provided to us. So I’m at a disadvantage, I don’t have those. MR. CHEW: That’s actually not true. You should check with your office staff, Elaine. You can do that during a break. You’ve got everything.”)

Ms. Heard is particularly prejudiced by this conduct, as Ms. Jacobs is a third party, California resident, and not subject to further subpoena in this case. These deposition transcripts will be used for designation at trial. Ms. Heard is asking for the production of the two video depositions of Ms. Jacobs, and to be able to designate portions of those two depositions (in addition to the one taken in our case) for trial. Further, because Ms. Heard did not have the texts

and emails and therefore could not authenticate through Ms. Jacobs, is asking that Mr. Depp be prevented from objecting on the basis of authenticity or foundation to those late-produced documents.<sup>4</sup>

Further, because of the mendacious conduct exhibited, Ms. Heard seeks sanctions in the form of attorneys' fees and costs for bringing this motion. Mr. Depp's counsel's conduct is particularly appalling because his counsel falsely represented in pleadings that these were "wholly unrelated," stated on the record of the deposition that he had provided the depositions and documents in advance of the deposition, and later falsely claimed he had just become aware of the documents, when he had actually *taken* those very depositions, in May 2018 and May 2019. Mr. Depp's counsel further represented to this Court that he was present for all the depositions and none had any relationship to this case.

#### CONCLUSION

Given Ms. Heard cannot depose Ms. Jacobs again, and Ms. Heard was severely prejudiced by Mr. Depp's late production, Ms. Heard asks this Court to order Mr. Depp to produce the two video depositions, allow Ms. Heard to designate portions of the late produced transcripts, and find that any authenticity or foundation objections by Mr. Depp to the late produced documents are waived. This relief is simple and efficient for both parties, will not prejudice Ms. Jacobs (a third-party), and is well within this Court's discretion. In light of counsel's conduct, Ms. Heard also requests attorneys' fees and costs for bringing this motion.

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<sup>4</sup> Ms. Heard served RFAs asking Mr. Depp to admit that the documents Mr. Depp late produced during Ms. Jacobs' deposition were "true, genuine, and authentic cop[ies]." *See Att. 8 at 1-43.* Mr. Depp refused to admit the authenticity of these documents. *Id.* The parties met and conferred on these issues on February 3 and March 3. Mr. Depp refused the relief requested, falsely repeating they were produced as soon as Mr. Depp became aware they were responsive, even though Mr. Chew *attended both previous depositions*, on May 30, 2018 and May 13, 2019.

June 9, 2021

Respectfully submitted,



Elaine Charlson Bredehoft (VSB #23766)  
Adam S. Nadelhaft (VSB #91717)  
Clarissa K. Pintado (VSB 86882)  
David E. Murphy (VSB #90938)  
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*Counsel to Defendant and Counter-Plaintiff,  
Amber Laura Heard*

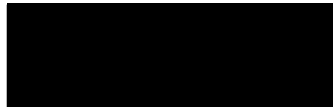
**CERTIFICATE OF SERVICE**

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

Benjamin G. Chew, Esq.  
Andrew C. Crawford, Esq.  
BROWN RUDNICK LLP  
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*Counsel for Plaintiff and Counterclaim-Defendant  
John C. Depp, II*



Elaine Charlson Bredehoft

# ATTACHMENT 1



VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

JOHN C. DEPP, II

*Plaintiff,*

v.

AMBER LAURA HEARD,

*Defendant.*

Civil Action No.: CL-2019-0002911

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

Pursuant to Rule 4:9 of the Rules of the Supreme Court of Virginia, Plaintiff John C. Depp, II ("Plaintiff" and/or "Mr. Depp"), by and through his undersigned counsel, hereby responds and objects to Defendant Amber Laura Heard's ("Defendant" and/or "Ms. Heard") Eighth Request for Production of Documents (each, a "Request" and collectively, the "Requests"), dated August 19, 2020 and served in the above captioned action ("Action") as follows:

**GENERAL OBJECTIONS**

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

this Request on the grounds that it is facially overly broad, unduly burdensome, and harassing because it purports to seek information in wholly unrelated cases without regard to whether or not such information relates to the subject matter of this action. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff and/or third parties to this litigation, which is not subject to discovery in this action. Plaintiff further objects that much of the information sought is the subject of Stipulated Protective Orders. Plaintiff further objects to this Request on the grounds that it is duplicative of other discovery and is unreasonably cumulative. Plaintiff further objects to this Request on the grounds that it constitutes an invasion of privacy. Plaintiff further objects that the Request is vague and ambiguous, and overbroad, including as to time. Plaintiff further objects to this Request on the grounds that it seeks documents and information protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection. Plaintiff further objects to this Request on the grounds that because of its unlimited and unreasonable scope, and because it bears no reasonable relation to the issues in this action, it appears calculated to harass and represents a misuse of the discovery process.

Accordingly, Plaintiff will not produce documents in response to this Request.

2. Copies of all depositions taken in the Other Litigation, both transcriptions and videos (as defined in Paragraph "1" above).

**RESPONSE:**

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instructions above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence because, among other reasons, the various subject matters of the Other Litigation are not at issue in this action. Plaintiff further

objects to this Request on the grounds that it is facially overly broad, unduly burdensome, and harassing because it purports to seek information in wholly unrelated cases without regard to whether or not such information relates to the subject matter of this action. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff and/or third parties, which is not subject to discovery in this action, and is protected from disclosure under Stipulated Protective Orders. Plaintiff further objects to this Request on the grounds that it is duplicative of other discovery and is unreasonably cumulative. Plaintiff further objects to this Request on the grounds that it constitutes an invasion of privacy. Plaintiff further objects to this Request on the grounds that it seeks documents and information protected by the attorney-client privilege, work product doctrine, and/or any other applicable privilege, immunity, or protection. Plaintiff further objects to this Request on the grounds that because of its unlimited and unreasonable scope, and because it bears no reasonable relation to the issues in this action, it appears calculated to harass and represents a misuse of the discovery process.

Accordingly, Plaintiff will not produce documents in response to this Request.

3. Copies of all pleadings filed in the Other Litigation.

**RESPONSE:**

Plaintiff repeats and incorporates by this reference the General Objections and Objections to Definitions and Instructions above, as though set forth in full. Plaintiff further objects to this Request on the grounds that it seeks documents that are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence because, among other reasons, the various subject matters of the Other Litigation are not at issue in this action. Plaintiff further objects to this Request on the grounds that it is facially overly broad, unduly burdensome, and harassing because it purports to seek information in wholly unrelated cases without regard to

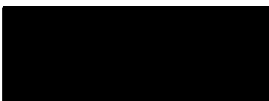


protected by the attorney-client privilege, the work-product doctrine, and any other applicable privilege, immunity, or protection. Plaintiff further objects to this Request on the grounds that it seeks confidential, proprietary, and private personal and/or business information of Plaintiff, which is not subject to discovery in this action. Plaintiff further objects to this Request on the grounds that it constitutes an invasion of privacy. Plaintiff further objects to this Request on the grounds that it is vague and ambiguous and overbroad, including as to time.

Accordingly, Plaintiff will not produce documents in response to this Request as it is presently framed. Plaintiff is willing to meet and confer with Defendant regarding this Request, and would consider producing documents if it were narrowed to seeks claims against insurance policies that are relevant to the claims and defenses in this action.

Dated: September 9, 2020

Respectfully submitted,



Benjamin G. Chew (VSB #29113)  
Camille M. Vasquez (*pro hac vice*)  
Andrew C. Crawford (VSB #89093)  
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- and -

Adam R. Waldman  
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Washington, DC 20006

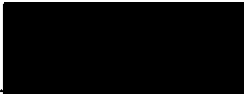
*Counsel for Plaintiff John C. Depp, II*

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of September 2020, I caused copies of the foregoing to be served via email (per written agreement between the Parties) on the following:

A. Benjamin Rottenborn (VSB No. 84796)  
Joshua R. Treece (VSB No. 79149)  
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Benjamin G. Chew

# ATTACHMENT 2

2





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# Transcript of Hearing

**Date:** November 20, 2020

**Case:** Depp, II -v- Heard

**Planet Depos**

**Phone:** 888.433.3767

**Email:** [transcripts@planetdepos.com](mailto:transcripts@planetdepos.com)

**www.planetdepos.com**

1           Second category of documents relating to  
2 the other litigation in which Mr. Depp has been  
3 involved, as Your Honor has seen, these requests are  
4 hopelessly broad and unduly burdensome. Even with  
5 Ms. Bredehoft's reported limitations, she still  
6 seeks all witness interactions, Mr. Depp's  
7 explanations, Mr. Depp's perceptions, any and all  
8 photographs, et cetera.

9           Having been involved in all of those  
10 cases, Your Honor, I can say that none of those  
11 cases has anything to do with Ms. Heard or alleged  
12 abuse by Ms. Heard or any other woman, because the  
13 only other woman in Mr. Depp's 57 years who ever  
14 accused him of abuse was Ms. Heard.

15           The Bloom case involved Mr. Depp's former  
16 lawyer, who illegally took 5 percent of his income  
17 from a period between 1999 and April 2017. Judge  
18 Green in Los Angeles declared that the alleged oral  
19 contract was violative of Sections 6147 of the  
20 California Business and Professional Code. As a  
21 result of that ruling in this case, the firm of  
22 Bloom, Hergott was disbanded because he had

1 perpetrated that scheme on several other people,  
2 including Sylvester Stallone. That case involved  
3 also one -- approximately one million documents.

4 Mr. Depp and Ms. Heard were only married  
5 for 15 months during that 18-year period. The TMG  
6 case involved Mr. Depp's former manager prior to Ed  
7 White. He was -- Mr. Mandel was the manager from  
8 1999 through March of 2016. He breached fiduciary  
9 duties and misappropriated tens of millions of  
10 dollars. Again, that case involved approximately  
11 one million documents, most of which were designated  
12 confidential by the defendant, which is the same --  
13 the same is true in the Bloom case.

14 The Rocky Brooks' case is a comically  
15 frivolous case involving an incident more than a  
16 year after the divorce. The bodyguard's case  
17 involved an esoteric dispute as to whether the two  
18 gentlemen employees were either employees or  
19 independent contractors. So none of this had  
20 anything to do with Ms. Heard or her alleged claims  
21 of abuse.

22 The Court should deny the motion as to

1 CERTIFICATE OF SHORTHAND REPORTER - E-NOTARY PUBLIC

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I, Carla L. Andrews, the officer before whom the foregoing proceedings were taken, do hereby certify that the foregoing transcript is a true and correct record of the proceedings; that said proceedings were taken by me stenographically and thereafter reduced to typewriting under my supervision; that review was not requested; and that I am neither counsel for, related to, nor employed by any of the parties to this case and have no interest, financial or otherwise, in its outcome.

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



E-NOTARY PUBLIC IN AND FOR  
THE COMMONWEALTH OF VIRGINIA

My Commission Expires: April 30, 2023

# ATTACHMENT 3

3





VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

JOHN C. DEPP, II

*Plaintiff,*

v.

AMBER LAURA HEARD,

*Defendant.*

Civil Action No.: CL-2019-0002911

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

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

**GENERAL OBJECTIONS**

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

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

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

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

**RESPONSE:**

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

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

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

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

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

**RESPONSE:**

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

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


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

**RESPONSE:**

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

Dated: January 22, 2021

Respectfully submitted,



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*Counsel for Plaintiff John C. Depp, II*

**CERTIFICATE OF SERVICE**

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

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Benjamin G. Chew

# ATTACHMENT 4

4





**From:** Blair, Arnold G.  
**To:** [BCheW@brownrudnick.com](mailto:BCheW@brownrudnick.com); [ACrawford@brownrudnick.com](mailto:ACrawford@brownrudnick.com); [SMoniz@brownrudnick.com](mailto:SMoniz@brownrudnick.com); [LPresajdo@brownrudnick.com](mailto:LPresajdo@brownrudnick.com); [CVasquez@brownrudnick.com](mailto:CVasquez@brownrudnick.com); [YMena@brownrudnick.com](mailto:YMena@brownrudnick.com); Adam Nadelhaft; [jrottenborn@woodsrogers.com](mailto:jrottenborn@woodsrogers.com); Carla Brown; [cmariam@grsm.com](mailto:cmariam@grsm.com); David Murphy; Elaine Bredehoft; [jcogger@grsm.com](mailto:jcogger@grsm.com); [jtreece@woodsrogers.com](mailto:jtreece@woodsrogers.com); [kblocher@grsm.com](mailto:kblocher@grsm.com)  
**Cc:** Blair, Arnold G.  
**Subject:** Blair, Arnold G. shared "DEPP017" with you.  
**Date:** Thursday, January 28, 2021 12:08:20 PM  
**Attachments:** [47d1a64a-b36a-4888-9f41-1f7218db57c2](#)  
[85426c71-e643-4eb1-b313-3d43bd6ce98e](#)  
[a6c31a4c-2175-421e-b35b-c902846fa0f2](#)  
[3b8746e9-1b83-4431-9c84-252c3bbeaf91](#)

---



Blair, Arnold G. shared a file with you

Counsel:

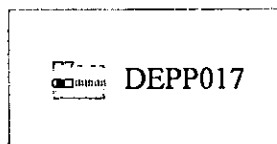
Enclosed please find a OneDrive link to John C. Depp, II's Production No. 17 of documents which have been bates stamped DEPP00018922 through DEP00020092.


Please note the zip file is password protected which I will be sending under a separate email.

Let me know if there are any questions.

Thanks.

Arnold



 This link only works for the direct recipients of this message.





Privacy Statement

# ATTACHMENT 5

5



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

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

Plaintiffs, )

vs. )

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

Defendants. )

Case No. BC 646882

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

Cross-Complainants, )

vs. )

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

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WILLIAM RASSEL, an )  
 individual; NATHAN HOLMES, )  
 an individual; JAMES RUSSO, )  
 an individual; JONATHAN )  
 SHAW, an individual; SAL )  
 JENCO, an individual; BRUCE )  
 WITKIN, an individual; )  
 UNISON MUSIC, LLC, a )  
 California limited liability )  
 company; and ROES 1 )  
 through 20, inclusive, )  
 )  
 Cross-Defendants. )  
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DEPOSITION OF TRACEY JACOBS  
 Los Angeles, California  
 Wednesday, May 30, 2018

Job: 27947

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

JOHN C. DEPP, II; and EDWARD )  
L. WHITE, as trustee of the )  
Sweetzer Trust, and as )  
trustee of the Mooh )  
Investment Trust, )  
  
Plaintiffs, )  
  
vs. )  
  
THE MANDEL COMPANY, INC., )  
d/b/a THE MANAGEMENT GROUP, )  
a California corporation; )  
JOEL L. MANDEL, individually )  
and as former trustee of the )  
Sweetzer Trust; ROBERT )  
MANDEL; FIRST AMERICAN TITLE )  
INSURANCE COMPANY, a )  
California corporation; and )  
DOES 1 through 15, )  
inclusive, )  
  
Defendants. )

Case No. BC 646882

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

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14  
15 Also present: Joshua Rosefsky, Videographer  
Joel Mandel

16  
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## I N D E X

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1 Los Angeles, California

2 Wednesday, May 30, 2018

3 10:44 a.m.

4

5 THE VIDEOGRAPHER: Good morning. Here begins  
6 videotape number one in the deposition of Tracey Jacobs  
7 in the matter of John C. Depp, II, et al, versus  
8 The Mandel Company, Inc., et al. The case number is  
9 BC 646882 filed in the Superior Court for the State of  
10 California. The case is filed in the Superior Court for  
11 the State of California, Central District.

12 Today's date is May 30, 2018, and the time on  
13 the video monitor is 10:45 a.m. Today's deposition is  
14 taking place at 808 Wilshire Boulevard, in Santa Monica,  
15 California, and is being videotaped on request of the  
16 defendants in this matter.

17 My name is Josh Rosefsky, and I represent EVI  
18 Visual Litigation Services located at 6607 Randy Avenue  
19 in Woodland Hills, California. I'm neither counsel for,  
20 employed by, nor related to any party in this action.

21 Counsels, would you please introduce yourselves  
22 and state your appearances.

23 MR. KUMP: Michael Kump for the defendants.

24 MS. MACLSAAC: Suann Maclsacc for the defendants  
25 and cross-defendants.

1 MS. ERSOFF: Victoria Ersoff for the defendants.

2 MR. NORA: Samuel Nora for the defendants.

3 MS. SOOKASIAN: Alina Sookasian for  
4 cross-defendants Bruce Witkin, James Russo, Sal Jenco,  
5 William Rassel and Unison Music.

6 MR. HAROUTOUNIAN: Allen Haroutounian for  
7 cross-defendant Elisa Christi Dembrowski.

8 MR. CHEW: Ben Chew for plaintiff Johnny Depp,  
9 the Depp plaintiffs.

10 MR. SINCLAIR: Michael Sinclair with United  
11 Talent Agency.

12 MR. FREEDMAN: Bryan Freedman on behalf of the  
13 deponent.

14 And before we get started, I just want the  
15 record to reflect, the depo was noticed for 9:30. We  
16 were here, I think, at 8:30, maybe 8:40, prepared to  
17 start. The deponent has somewhere personal to be, needs  
18 to conclude the deposition by 5:30 today. So we are  
19 fully prepared to give seven hours of testimony, which  
20 the clock is ticking against at this moment. So we're  
21 prepared to take a short lunch break or do whatever is  
22 necessary, but we need to stop by 5:30 today. And,  
23 therefore, you guys can figure out what you want to do  
24 with the time that you have. That's all.

25 MR. KUMP: Just also, for the record, that Joel

1 Mandel, who's a party, is in attendance, as well.

2 THE VIDEOGRAPHER: Okay. We are on the record.  
3 Would the court reporter please swear in the witness.

4

5 TRACEY JACOBS,  
6 having been administered an oath, was examined and  
7 testified as follows:

8

9 EXAMINATION

10 BY MR. KUMP:

11 Q. Good morning, Ms. Jacobs.

12 MR. FREEDMAN: Michael, before you begin,  
13 pursuant to paragraph two of the protective order, we  
14 will deem the entire transcript confidential and all the  
15 exhibits confidential.

16 MR. KUMP: And as we've previously said, we  
17 disagree with that, and we'll meet and confer with you  
18 regarding that. And before --

19 MR. FREEDMAN: On that same note --

20 MR. KUMP: Yes?

21 MR. FREEDMAN: It's our understanding that the  
22 videotape of this is confidential, and won't be airing  
23 on YouTube or tweeted out?

24 MR. KUMP: That's correct.

25 MR. FREEDMAN: Or anything like that?

1 MR. KUMP: That's correct.

2 MR. FREEDMAN: Thanks.

3 MR. KUMP: And just before I start, I just want  
4 to follow up on Mr. Freedman's statement. This  
5 deposition was noticed for 9:30 this morning. We were  
6 all here ready to go. Mr. Chew did not arrive until  
7 10:45, which is an hour and 15 minutes after we were  
8 scheduled to start. So that comes out of your time.  
9 But anyway, we'll deal with that later.

10

11

EXAMINATION

12 BY MR. KUMP:

13 Q. Ms. Jacobs, have you had your deposition taken  
14 before?

15 A. No.

16 Q. Just a couple of very quick ground rules. Even  
17 though we are here in the informality of my conference  
18 room, you've been placed under oath.

19 You understand that?

20 A. Yes.

21 Q. And the court reporter can only take down one of  
22 us talking at a time. So if you would wait until I  
23 finish my question before answering, I'd appreciate  
24 that.

25 A. Okay.

1 Q. We can't talk over each other. Okay?

2 A. Okay.

3 Q. And if you -- if I ask you a "yes" or "no"  
4 question, you have to answer audibly, since although the  
5 camera can pick up a nod of the head, the court reporter  
6 cannot.

7 Okay?

8 A. Okay.

9 Q. All right. So can you just give me -- well, I'm  
10 going to do this first. Just a formality.

11 MR. KUMP: Could you mark as Exhibit 46, This is  
12 just a copy of the subpoena.

13 MR. CHEW: May we have a copy? Thank you.

14 (Exhibit 46 marked.)

15 BY MR. KUMP:

16 Q. I'm not going to ask you anything about this.  
17 This is just for the record. Exhibit 46 is a copy of  
18 the subpoena which we originally issued to Ms. Jacobs in  
19 this case. The date of today's deposition has been  
20 extended a couple of times. But anyway, we're here  
21 today pursuant to subpoena.

22 And I will also hand to your attorney the  
23 statutory witness fees for your appearance today, which  
24 come to a total of \$38.12. So I will hand that to  
25 Mr. Freedman.

1 A. Okay.

2 Q. So could you give me a little -- just a very  
3 brief background about your educational background.

4 A. Yes. Starting with college?

5 Q. Sure.

6 A. I graduated from Boston University in 1979 with  
7 a degree in medieval history.

8 Q. And how did you segue from medieval history to  
9 the entertainment industry?

10 A. I first was a copywriter at Leo Burnett in  
11 Chicago for a year -- approximately a year and a half.  
12 And then I decided that I wanted to move to Los Angeles  
13 without a job, and I came to Los Angeles and sought  
14 employment.

15 Q. And where did you first work when you came to  
16 Los Angeles?

17 A. An agency called Jack Rose Dorothy Daotis.

18 Q. And what did you do there?

19 A. I was a children's agent.

20 Q. And for how long did you do that?

21 A. Approximately a year.

22 Q. And then what did you do after that?

23 A. I was an agent at another agency called  
24 Contemporary Corman Artists.

25 Q. Okay. And what did you do there?



- 1 Q. Okay. And after ICM, where did you go next?
- 2 A. To UTA.
- 3 Q. Okay. So you went to UTA in approximately 1999?
- 4 A. 1998. So I might be a little off in terms of
- 5 ICM.
- 6 Q. Okay. And you've been at UTA ever since?
- 7 A. Twenty years.
- 8 Q. And in what -- when you went to UTA, what was
- 9 your original position?
- 10 A. I was a partner and a talent agent.
- 11 Q. Okay. And has that changed?
- 12 A. Yes, now I'm a board member.
- 13 Q. And still a talent agent; correct?
- 14 A. Yes.
- 15 Q. Okay. And when was the first time that you met
- 16 Johnny Depp?
- 17 A. Approximately a couple of years before I left
- 18 ICM. I was at ICM.
- 19 Q. And how did you meet him?
- 20 A. I met him through contacting his mother.
- 21 Q. Okay. So this would have been approximately the
- 22 1995, '96 range?
- 23 A. Well, I represented him for approximately 30
- 24 years. So doing the math backwards, yes.
- 25 Q. '96?

1 A. Approximately, yes.

2 Q. Right. And at the time you contacted his  
3 mother, had he appeared in anything?

4 A. Yes.

5 Q. What was that?

6 A. I saw him on 21 Jump Street.

7 Q. Which was a television show?

8 A. Yes.

9 Q. And what was -- did he have representation at  
10 that time?

11 A. Yes.

12 Q. Okay. How did it -- what transpired for you to  
13 become his -- that you went from calling his mother to  
14 becoming his talent agent? You can give me the short  
15 version, but what happened?

16 A. The short version is I spoke to his mother, told  
17 her about who I was, why I wanted to represent her son.  
18 I did not know him. She gave me his number. I called  
19 him several times. He didn't return my call. And then  
20 I finally spoke to him, and we made an arrangement to  
21 meet. He stood me up, I believe, approximately three  
22 times, and I called his mother again and said I could  
23 use her help, and could she help me get him to come and  
24 meet me, and she did. And then we met.

25 Q. And was that here in Los Angeles?

1 A. Yes.

2 Q. Okay. And did you tell him at that time why you  
3 wanted to represent him?

4 A. Yes.

5 Q. What did you tell him?

6 A. I told him I had seen him on 21 Jump Street, and  
7 that I believed he had the opportunity to be a movie  
8 star.

9 Q. And what was his response?

10 A. Excitement.

11 Q. And as a result of that meeting, did you start  
12 representing Mr. Depp?

13 A. Not immediately, but very soon after.

14 Q. Okay. And so at the time that you started  
15 representing him, you were a talent agent at ICM; is  
16 that correct?

17 A. Yes.

18 Q. And when you moved from ICM to UTA, did Mr. Depp  
19 move with you over to UTA?

20 A. Yes.

21 Q. And were you his talent agent continuously  
22 during that period of time from approximately 1996, for  
23 30 years after that?

24 A. Yes.

25 Q. And when did you stop being his agent?

1 A. October 2016.

2 Q. Okay. So from 1996, approximately, to October  
3 of 2016, you were his talent agent during that period of  
4 time?

5 A. That's correct.

6 Q. And to your knowledge, did he have any other  
7 talent agent during that period of time?

8 A. Well, there were other people that helped me,  
9 but, no.

10 Q. Okay. And how would you -- it may have changed  
11 over the years, and you can tell me that, but how would  
12 you describe, generally, the services that you provided  
13 for Mr. Depp as his talent agent?

14 A. With movie opportunities to act in, initially,  
15 that was as much as it was. And then as he became more  
16 successful, he -- we formed a production company for  
17 him, and then he was interested in producing, directing,  
18 writing, and all aspects of the movie industry in  
19 addition to acting.

20 Q. And the production company is Infinitum Nihil?

21 A. Infinitum Nihil, yes.

22 Q. Okay. And I understand that was formed in  
23 approximately 2004?

24 A. It sounds about right.

25 Q. All right. So at the time that you started

1 representing Mr. Depp, had he been in any movies yet?

2 A. Yes.

3 Q. Okay. And you helped him, though, transition  
4 from being on TV as a regular actor to being more of a  
5 movie star?

6 A. Yes.

7 Q. How would you describe the amount of time --  
8 again, I realize it's, obviously, a long period, but the  
9 amount of time that you had to dedicate to helping him  
10 become a movie star?

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

13 MR. KUMP: That's just -- every once in a while,  
14 I'll ask a question, he can say, "Object to the form,"  
15 but you still answer it.

16 THE WITNESS: Can you repeat the question?

17 MR. KUMP: Of course I can. Yeah, it was not a  
18 good question, so I'll rephrase it.

19 BY MR. KUMP:

20 Q. Can you give me a sense of the types of  
21 activities you had to do to help Mr. Depp become a movie  
22 star?

23 A. Talk to every producer, filmmaker, studio head,  
24 everyone that could provide an opportunity to him to be  
25 in their movies, and to show him as much good material

1 as was available.

2 Q. Now, typically, when a studio or somebody is  
3 thinking about putting one of your clients in one of  
4 their projects, do they -- do they go through you, I  
5 take it?

6 A. Pretty much, yes.

7 Q. Okay. And so, for example, if there's a script,  
8 do they send you a script?

9 A. Not necessarily. Oftentimes I find the script  
10 and call them. It can go either way. More -- usually  
11 for agents, it's not an incoming phone call.

12 Q. So is there a specific point in time when you  
13 can think -- during the period of time you represented  
14 Mr. Depp, where in your mind he had his first big break  
15 while he was working with you?

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

18 THE WITNESS: Can you repeat the question?

19 BY MR. KUMP:

20 Q. Right. When you think about his career over the  
21 30 years with you, is there a point in time near the  
22 beginning where he had, in your mind, well, this is the  
23 first big break, this is really kind of pointing us in  
24 the right direction?

25 MR. CHEW: Same objection.

1 THE WITNESS: I'm sorry, I don't understand the  
2 objection.

3 MR. KUMP: The objection -- you can pay no  
4 attention to. He's making the objection to preserve it,  
5 for the record.

6 THE WITNESS: Okay.

7 BY MR. KUMP:

8 Q. Okay. But, again, it suggests, perhaps, there's  
9 something not perfect about my question. So during the  
10 period of 30 years you represented him, he obviously  
11 went from a modest stature to becoming a world-class  
12 movie star; correct?

13 A. Right.

14 Q. And I assume there were steps along the way  
15 where things happened to his career where made it more  
16 likely he was going to become a movie star?

17 A. Yes.

18 Q. Again, I'm not going to go into great detail on  
19 this, I'm just trying to get a sense. Do you recall one  
20 of the first big breaks in his career when he was with  
21 you that kind of propelled him on this upward arc?

22 A. Yes.

23 Q. What was that?

24 A. Edward Scissorhands.

25 Q. Okay. And that was a movie that he did with

1 Tim Burton?

2 A. Yes, I introduced him.

3 Q. Okay. To Mr. Burton?

4 A. Yes.

5 Q. At the time that you introduced him, did you  
6 think that that was potentially a career-changing movie  
7 for him?

8 A. Yes.

9 Q. Why was that?

10 A. Because they weren't even interested in him for  
11 the movie, and I had read the script, and I couldn't --  
12 they had sent it for me for another client, who didn't  
13 like it, and when I read the material, I thought it was  
14 perfect for Johnny, and was able to put him together  
15 with Tim, who I had a personal relationship with.

16 Q. So you already had a relationship with  
17 Tim Burton prior to that?

18 A. Yes.

19 Q. Okay. And, in fact, Mr. Depp went on to make  
20 the movie; correct?

21 A. Yes.

22 Q. And it was considered a -- an artistic success,  
23 certainly; correct?

24 A. Artistic and commercial.

25 Q. And commercial, yes, yes. And as his talent



1 agent, you thought that that was a big break for his  
2 career?

3 A. Yes.

4 Q. Do you know his sister, Christi Dembrowski?

5 A. Yes.

6 Q. When did you meet her for the first time?

7 A. Approximately four years or so into my  
8 representation of Johnny.

9 Q. Okay. So it was at a point in time when you've  
10 already moved over to UTA?

11 A. No -- yes, yes.

12 Q. Okay.

13 A. Yes, sorry.

14 Q. No, no, that's fine. And how did you meet her  
15 -- or let me rephrase that. How was she introduced to  
16 you? What were you told?

17 A. I don't recall the exact circumstances, but I  
18 was introduced to her by Johnny.

19 Q. Okay. And did Johnny tell you anything about  
20 what role he wanted her to play or expected her to play  
21 in his matters?

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

24 THE WITNESS: Yes.

25 ///

1 BY MR. KUMP:

2 Q. And what did he tell you at that point?

3 A. She's going to be my assistant.

4 Q. Okay. And what did you understand that to mean?

5 In other words, his assistant, what did that mean?

6 MR. FREEDMAN: Objection, vague as to time.

7 MR. KUMP: Okay. Let me -- thank you.

8 BY MR. KUMP:

9 Q. So when Johnny told you this, that -- I'm going  
10 to call her Christi, so you all understand.

11 When Johnny told you that Christi was going to  
12 be his assistant, what was your understanding, at that  
13 time, of what that meant?

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

16 THE WITNESS: That she would perform assistant  
17 duties, which are fairly well known within the  
18 entertainment industry.

19 BY MR. KUMP:

20 Q. Can you generally describe for me what those  
21 types of duties and responsibilities are that an  
22 assistant would perform?

23 A. Yes.

24 Q. Based on your experience?

25 A. Yes.

1 Q. Okay.

2 A. Personal matters, travel, general questions, as  
3 an intermediary, sometimes, in communication, but pretty  
4 standard assistant type fare.

5 Q. Now, from the beginning of the time that you  
6 started representing Mr. Depp, did you have difficulty  
7 getting in touch with him?

8 A. Yes.

9 Q. Is that true from the very beginning of your  
10 relationship --

11 A. No.

12 Q. -- with him? Okay. Did there come a point in  
13 time when you started to have difficulty in being able  
14 to reach him?

15 A. Yes.

16 Q. And can you -- can you place in your mind -- or  
17 in a timeline when was that was, approximately?

18 A. When Christi came on, it was apparent after a  
19 period of time -- and I can't recollect how long -- that  
20 she was going to be the conduit, because he was not  
21 responding as he used to, to either phone calls or any  
22 other thing.

23 Q. And was Christi able to get ahold of him or get  
24 messages to him when you would ask her to?

25 A. It seemed that way.

1 Q. Better -- she had better success than you were  
2 having?

3 A. Yes.

4 Q. At the time that you started representing Johnny  
5 Depp -- very beginning -- did he have an entertainment  
6 lawyer representing him; do you recall?

7 A. Not that I can recall.

8 Q. Okay. Did he have a business manager at that  
9 time?

10 A. Yes.

11 Q. Do you recall who that was?

12 A. No.

13 Q. Okay. Do you recall at some point in time that  
14 he did get an entertainment lawyer?

15 A. Yes.

16 Q. Do you remember who his first entertainment  
17 lawyer was; do you recall?

18 A. Stan Coleman, Peter Nichols.

19 Q. Okay. And do you recall approximately when that  
20 was?

21 A. I'd say within a couple of years. My  
22 representing him, I can't recall exactly when.

23 Q. And did you -- did you interface and coordinate  
24 matters with Mr. Coleman and Mr. Nichols?

25 A. Yes.

1 Q. And let me ask you, in your position as a talent  
2 agent, do you often work with other representatives of  
3 your clients?

4 A. Do you mean lawyers?

5 Q. Let me rephrase that. With respect to your  
6 clients, as their talent agent, is it usual for you to  
7 work with attorneys who represent them?

8 A. Yes.

9 Q. So, for example -- and you can tell me, because  
10 there may not be any one answer to this -- if there's a  
11 deal to be made with a studio, is that something you do,  
12 is it something the lawyer does, is it something you do  
13 together, or does it vary on a case-by-case basis?

14 A. It's something I always did with the lawyers  
15 right up front.

16 Q. So you got the lawyers involved?

17 A. Yes.

18 Q. How about in connection with your clients and  
19 their business managers, do you oftentimes work with or  
20 coordinate with business managers for your clients?

21 A. Less than I do with the lawyers.

22 Q. Okay. And at the time that Mr. Coleman and  
23 Mr. Nichols became the attorneys for Johnny Depp, was  
24 that before or after Edward Scissorhands; do you recall?

25 A. I would imagine it was somewhere within that

1 time period, approximately.

2 Q. Okay. And now, for example, did you negotiate  
3 the terms of Mr. Depp's contract for Edward Scissorhands  
4 to the studio?

5 MR. FREEDMAN: Objection to the form of the  
6 question.

7 MR. KUMP: Let me rephrase it for you.

8 BY MR. KUMP:

9 Q. With respect to the essential deal points such  
10 as money, compensation, timing, what I would consider  
11 the bigger -- the bigger and more important items, is  
12 that something you negotiated, for example, on Edward  
13 Scissorhands for the studio?

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

16 THE WITNESS: Am I supposed to answer now?

17 MR. KUMP: Yes, yes.

18 THE WITNESS: Yes, along with a lawyer.

19 BY MR. KUMP:

20 Q. Okay. Either Mr. Coleman or Mr. Nichols?

21 A. Mr. Nichols pretty quickly on became the primary  
22 lawyer.

23 Q. Okay. And do you recall a point in time when  
24 Alan Tivoli became the business manager for Mr. Depp?

25 A. Not exactly, but he was the first -- the second

1 business manager I was aware of.

2 Q. Okay. You don't remember the first one?

3 A. I just can't remember his name.

4 Q. Okay. But you remember, then, Alan Tivoli and  
5 his firm became the second business manager?

6 A. Yes.

7 Q. Okay. And with respect to the role that Christi  
8 was playing, you indicated that at the beginning, she  
9 was Mr. Depp's assistant; correct?

10 A. Yes.

11 Q. Did that change at any point in time?

12 A. Yes.

13 Q. And when did that change?

14 A. Within a fairly short period of time.

15 Q. Okay. And how did it change? In other words,  
16 she was an assistant, and then what did she become? Or  
17 how did her duties and responsibilities change?

18 A. Well, as he became more and more successful, as  
19 I mentioned before, he had a production company, and he  
20 appointed her to be -- thank you -- he appointed her to  
21 be president of the company.

22 Q. So when -- when Infinitum Nihil was formed --

23 A. Uh-huh.

24 Q. -- Johnny appointed his sister as president of  
25 the company?

1 A. Yes.

2 Q. And was that something he consulted with you  
3 about?

4 A. No.

5 Q. At the time that Infinitum Nihil was formed,  
6 what role, if any, did UTA play in the formation of that  
7 entity?

8 MR. FREEDMAN: Objection, vague. Go ahead.

9 MR. KUMP: Let me rephrase it.

10 BY MR. KUMP:

11 Q. Did UTA play any role in the -- you know, in the  
12 formation of that company?

13 A. Yes, I had introduced them to Graham King, a  
14 producer who was being financed by Warner Brothers, and  
15 had Johnny sit down with Graham King, and sometime  
16 later, he had offered Johnny and his company an overhead  
17 deal for three years.

18 Q. So was -- was Infinitum Nihil something that --  
19 that was Johnny's idea? I mean, he wanted to have a  
20 production company, or did somebody tell him he should  
21 do that?

22 A. Both. He wanted to do it, I encouraged it, and  
23 found the people who were willing to pay for it to  
24 happen.

25 Q. And why did you encourage it?



1 A. Because I thought his interests as a film --  
2 filmmaker and artist would be more satisfied by the  
3 opportunity to both produce and direct, and be more  
4 responsible in the course of his career and the choices  
5 he could make.

6 Q. So the founding of this company, of his  
7 production company, was an expansion of the  
8 possibilities that he had in the entertainment business?

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

11 BY MR. KUMP:

12 Q. Is that fair to say?

13 A. Yes.

14 Q. And so what -- what was -- from what you  
15 understood, what was Christi going to be doing as  
16 president of the production company at the outset?

17 A. Well, that's a hard question to answer, because  
18 what she did and what a president is supposed to do are  
19 not necessarily the same.

20 Q. Let me ask an easier question, then. Can you  
21 describe for me what Christi did as president of  
22 Infinitum Nihil?

23 MR. HAROUTOUNIAN: Vague as to time.

24 BY MR. KUMP:

25 Q. So let's start -- I will represent to you that

1 the company was formed in 2004. That's when it started.  
2 At the beginning, when the company was founded and  
3 Christi was named by her brother to be president, can  
4 you describe for me what she -- you know, what your  
5 understanding is of what her duties and responsibilities  
6 were?

7 A. As far as I can see, she behaved the exact same  
8 as she did as an assistant.

9 Q. Okay. And she continued to -- to work with her  
10 brother as an assistant?

11 A. Yes.

12 Q. And did the -- what role, if any, did you play  
13 in connection with the company, the production company?

14 A. To put them together with someone who was  
15 willing to pay for the overhead.

16 Q. And who paid for the overhead?

17 A. Graham King, through Warner Brothers.

18 Q. Okay. And was that fairly close to the  
19 beginning of the relationship? Strike that.

20 Was that fairly close to the beginning of the  
21 company?

22 A. Yes.

23 Q. Okay. And how long did Warner Brothers pay for  
24 the company?

25 MR. CHEW: Objection to the form of the

1 question.

2 BY MR. KUMP:

3 Q. So let me just rephrase it. So did Graham King,  
4 through Warner Brothers, pay for the company beyond  
5 2004?

6 A. I don't remember what year it started. He paid  
7 for three years, and then the deal switched to Warner  
8 Brothers.

9 Q. I see, okay. So after the first three years,  
10 Warner Brothers took over that responsibility?

11 A. Yes.

12 Q. And do you know for how long Warner Brothers  
13 funded Infinitum Nihil?

14 A. Three or four years.

15 Q. Okay. So going back to the beginning -- the  
16 founding of the company, at some point in time, again,  
17 moving forward in time, did Christi's role as -- as an  
18 assistant to her brother change or evolve in any way,  
19 over time?

20 MR. HAROUTOUNIAN: Objection, vague, as to time.

21 MR. KUMP: Let me just rephrase it.

22 BY MR. KUMP:

23 Q. So going -- starting from the period in 2004,  
24 when Infinitum Nihil is formed as a production company,  
25 and Christi was named as the president, going forward in

1 time from there, did her duties and responsibilities in  
2 what she was doing for her brother evolve at all beyond  
3 what it had been prior to that?

4 MR. CHEW: Objection, calls for speculation.

5 THE WITNESS: Do you want me to answer that  
6 question?

7 MR. KUMP: Yes.

8 THE WITNESS: Technically -- can you just say  
9 the question one more time?

10 MR. KUMP: No, no, that's fine.

11 BY MR. KUMP:

12 Q. So starting at 2004, when the company is formed,  
13 the production company is formed, and Christi was named  
14 by her brother to be president of the company, you  
15 indicated that she still served as an assistant to him;  
16 correct, at that time?

17 A. Yes.

18 Q. And so my question is, going forward from 2004,  
19 2005 -- you know, into the --

20 A. Ten years.

21 Q. Yes. During the period of time, did -- did the  
22 duties and responsibilities that she provided for Johnny  
23 evolve in any way, expand, whatever it might be?

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

1 THE WITNESS: Technically, she ran the  
2 production company. She was in charge of the various  
3 people they had hired, and yet, she was still an  
4 assistant, as evidenced on every film she took an  
5 assistant credit and got paid in addition as an  
6 assistant.

7 BY MR. KUMP:

8 Q. So based on what you were able to -- based on  
9 what you knew and were able to observe, what did she do  
10 to run the production company? Like, what were the  
11 types of things that she did?

12 A. Set meetings. I don't really know.

13 Q. Did she interact with people at the studios that  
14 were interested in making films with the production  
15 company?

16 A. Occasionally.

17 Q. Okay. Did she read scripts?

18 A. No.

19 Q. Did you send scripts to Johnny?

20 A. Yes.

21 Q. And did -- before you would send him a script,  
22 would you typically read a script?

23 A. Of course.

24 Q. Okay. And when you would send him a script,  
25 would you typically describe for him why you were

1 sending it to him? In other words, I think this script  
2 is good for you for the following reasons?

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

5 THE WITNESS: Yes.

6 BY MR. KUMP:

7 Q. Is that something you would do? Okay. And  
8 during the period of time after the founding of the  
9 production company, did the amount of time that you  
10 interacted with Christi go up or go down?

11 A. It went up.

12 Q. Okay. And what were the types of things --  
13 again, I'm starting at 2004 going forward -- what are  
14 the types of matters that you and Christi would deal  
15 with between yourselves?

16 A. We would discuss writers that could  
17 theoretically write something for the company, we would  
18 discuss opportunities for Johnny outside the company.  
19 She generally didn't give me a lot of information about  
20 what was happening at Infinitum Nihil, but we would talk  
21 several times a day.

22 Q. And was that true for a number of years?

23 A. Yes.

24 Q. Was that true for more than ten years?

25 A. Yes.

1 Q. And the types of things that you could talk  
2 about in the course of the day would run the gamut of  
3 the topics you just mentioned?

4 A. Yes.

5 Q. So, for example, when you would talk with -- you  
6 said one of the things that you talked about with her  
7 were opportunities for Johnny outside of -- outside of  
8 the production company; correct?

9 A. Yes.

10 Q. In other words, what his next movies might be?

11 A. Eventually, we had those conversations.

12 Q. Okay. And do you recall when you started having  
13 those conversations with her, approximately?

14 A. A couple of years in --

15 Q. Okay.

16 A. -- to the production company.

17 Q. Were -- why were you having those conversations  
18 with Christi and not anyone else who was a  
19 representative for Johnny?

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

22 MR. KUMP: Let me rephrase that.

23 BY MR. KUMP:

24 Q. When you would talk with Christi about  
25 opportunities for Johnny outside of the production

1 company, did you also have those conversations with  
2 Johnny, as well?

3 A. When I could. He was very difficult to reach.

4 Q. Okay. So was it easier to -- certainly, to  
5 reach Christi more often than Johnny?

6 A. Sometimes.

7 Q. Was it sometimes difficult to get ahold of her,  
8 as well?

9 A. Yes.

10 Q. When -- did Johnny ever talk to you about what  
11 -- what Christi was authorized to do on his behalf? Or  
12 what was your -- let me put it this way, and I'll ask  
13 you how you knew this, but what was your understanding  
14 as to what Christi was authorized to do in her position  
15 representing her brother?

16 A. When she -- when he made her president, it was  
17 understood -- and we discussed -- that she would be  
18 running all aspects of his production company, that she  
19 would have access and the ability to get information to  
20 pretty much everything he was doing. And that he was  
21 less reachable, and I could go through her.

22 Q. And that was something that you and Johnny  
23 discussed between yourselves?

24 A. Yes.

25 Q. And he said that -- he told you you were



1 authorized to provide that information to his sister?

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

4 MR. KUMP: I'll re-ask it.

5 BY MR. KUMP:

6 Q. And Mr. Depp told you that you were authorized  
7 to provide his sister with the information that he had  
8 mentioned?

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

11 THE WITNESS: Yes.

12 BY MR. KUMP:

13 Q. And did Christi tell you that that was her  
14 understanding of the role she was to play, as well?

15 A. Many times.

16 Q. How would she express what her role was? In  
17 other words, in her words, what was her role on behalf  
18 of her brother?

19 A. I don't recall her exact words, but she reminded  
20 me on a consistent basis that she was the person where  
21 the buck really stopped, And she was the only person  
22 that could have continued access to Johnny.

23 Q. And was that generally true during the period of  
24 time from a couple of years after the founding of the  
25 production company up until sometime, approximately,

1 2015, 2016?

2 A. With the exception of one period of time, that  
3 was the case.

4 Q. And what was that one period of time?

5 A. 2015, September, when Black Mass came out, and  
6 he was angry at her, and didn't speak to her for  
7 approximately six to eight months. And I spoke to him  
8 pretty much every day. It was like the beginning.

9 Q. But from the period of approximately 2005 or '6  
10 up until September of 2015, was that Christi's role, as  
11 you just described it previously?

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

14 BY MR. KUMP:

15 Q. Yes; correct?

16 A. Yes.

17 Q. And was that how Christi described to you what  
18 her role was?

19 A. Yes.

20 Q. And did Johnny, based on what Johnny told you,  
21 did he understand that that's what her role was?

22 A. Yes.

23 Q. Okay. And the -- now, at some point in time,  
24 Peter Nichols was replaced as Johnny's entertainment  
25 lawyer; correct?

- 1 A. Yes.
- 2 Q. And do you know when that was, approximately?
- 3 A. I can't recall.
- 4 Q. Okay. Was it -- and, also, Mr. Tivoli was  
5 replaced; correct?
- 6 A. Yes.
- 7 Q. And Mr. Tivoli was replaced by Joel Mandel and  
8 the management group?
- 9 A. Yes.
- 10 Q. Was there -- pardon the expression, but was  
11 there some kind of beauty contest for finding a new  
12 entertainment lawyer for Johnny? In other words, were  
13 some number of entertainment lawyers interviewed to  
14 replace Mr. Nichols?
- 15 A. I would not refer to it as a beauty contest.
- 16 Q. Okay. I will -- I will -- I will refrain from  
17 that. Was there --
- 18 MR. CHEW: Mr. Bloom would appreciate that, I  
19 think.
- 20 BY MR. KUMP:
- 21 Q. When there was discussion about replacing  
22 Peter Nichols as Johnny's entertainment lawyer, were a  
23 number of different entertainment lawyers under  
24 consideration for the new position?
- 25 A. Three.

1 Q. Okay. Who were they?

2 A. One was Jake.

3 Q. Uh-huh.

4 A. Actually, two companies; three lawyers. One was  
5 Jake; the other two were Alan Wertheimer and  
6 Jim Jackoway.

7 Q. And Jake is Jake Bloom, correct?

8 A. Yes.

9 Q. And Alan Wertheimer and Jim Jackoway are and  
10 were at the same firm?

11 A. Yes.

12 Q. Did you play any role in the selection of  
13 Johnny's next entertainment lawyer?

14 MR. FREEDMAN: Objection, vague. You can  
15 answer.

16 THE WITNESS: Answer?

17 MR. FREEDMAN: You can answer.

18 THE WITNESS: Yes.

19 BY MR. KUMP:

20 Q. Can you tell me what role you played in helping  
21 Johnny select a new entertainment lawyer?

22 A. We had two meetings at UTA. One was with Jake  
23 Bloom; Johnny, Christi, and myself, and the other one  
24 was with Jim Jackoway, Alan Wertheimer, Johnny, Christi,  
25 and myself. And it felt clear to me after both meetings

1 that Jake was the better fit for Johnny.

2 Q. Okay. And why did you think he was a better fit  
3 for Johnny?

4 A. I just felt their communication seemed more  
5 natural, and Jake had a way with male stars that felt  
6 very compatible with who Johnny was becoming.

7 Q. And at that -- was the point in time when you  
8 were talking to the new entertainment lawyers  
9 approximately the same period of time when he was  
10 switching business managers; do you recall?

11 A. I think somewhere within that time. I don't  
12 recall exactly.

13 Q. Okay, okay. Do you know why it was that Johnny  
14 was switching entertainment lawyers from Peter Nichols  
15 to whomever --

16 A. I think there was an interim lawyer; Tom Hunter.  
17 And I don't remember -- I think that happened through  
18 Terry Gilliam, who Johnny was working with, because he  
19 was Terry's lawyer.

20 Q. Uh-huh.

21 A. What was the question? I'm sorry.

22 Q. The question was -- you answered, I think, what  
23 I wanted to ask. The question was, really, why was a  
24 change being made in terms of the entertainment lawyer?

25 A. Because Johnny no longer liked Peter Nichols or

1 Tom Hunter, and asked to hire a new lawyer.

2 Q. And when the decision was made to -- to choose  
3 Jake Bloom as his new entertainment lawyer, did Johnny  
4 make that decision alone, did he ask for your input,  
5 Christi's input, how was that decision made?

6 A. It was his decision, but he got input from  
7 myself and Christi that was supportive.

8 Q. Christi supported Jake, also, as the choice?

9 A. Yes.

10 Q. Was there any discussion at that time -- were  
11 you there when Jake was interviewed by Johnny?

12 A. Yes.

13 Q. And was there a discussion in that meeting about  
14 the attorney's fees or what the fee structure was for  
15 Mr. Bloom?

16 A. I don't recall.

17 Q. Okay. And with respect to Johnny getting a new  
18 business manager, what role, if any, did you play in  
19 that process?

20 A. None.

21 Q. Okay. Do you know if -- who was involved on  
22 Johnny's side in terms of making that decision?

23 A. Yes.

24 Q. Who was that?

25 A. Christi.

1 Q. And do you know if they interviewed additional  
2 potential business managers in addition to the Mandels?

3 A. I don't know.

4 Q. Okay. Do you know, did they do those -- any of  
5 those interviews at your offices; do you recall?

6 A. I don't recall.

7 Q. But in terms of whatever meetings they had, you  
8 were not a party to those meetings?

9 A. Not that I can recall.

10 Q. Okay. And you don't recall giving them any  
11 input on who to select?

12 A. I was told Joel Mandel was going to be the  
13 business manager.

14 Q. Had you ever worked with Mr. Mandel prior to  
15 that time?

16 A. No.

17 Q. Okay. Did you have any opinion as to whether or  
18 not, at that time, he was a good choice, or not a good  
19 choice?

20 A. I did some homework on him, and it seemed so.  
21 But I didn't know him.

22 Q. Okay. But you asked around and the reports you  
23 got were positive?

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

1 THE WITNESS: Yes.

2 BY MR. KUMP:

3 Q. So, now, Mr. Mandel was hired in 1999. I  
4 believe Mr. Bloom was hired sometime after that, but not  
5 a long time after that?

6 A. That sounds right.

7 Q. So from -- we'll say approximately 1999, 2000  
8 until -- well, for at least the next 15 years, we'll pin  
9 it down, is it the case that you were -- you were  
10 Johnny's talent manager; correct?

11 A. Talent agent.

12 Q. Excuse me, I'm so sorry.

13 A. It's okay.

14 Q. Yes, that's a big difference. You were his  
15 talent agent; correct?

16 A. Yes.

17 Q. Jake Bloom was his entertainment lawyer?

18 A. Yes.

19 Q. Joel Mandel and the management group was his  
20 business managers; correct?

21 A. Yes.

22 Q. And during that period of time, did the -- did  
23 you interact with Jake Bloom at all?

24 A. All the time.

25 Q. Okay. Did you interact with Christi during that



1 same period of time?

2 A. All the time.

3 Q. Did Christi interact with Jake Bloom during that  
4 period of time?

5 A. Yes.

6 Q. Okay. Did you interact with Mr. Mandel, also,  
7 during that period of time?

8 A. Much less frequently.

9 Q. Okay. But on occasion?

10 A. Yes.

11 Q. Okay. What is it that typically -- again, I'm  
12 sure it would change -- but you and Jake Bloom would  
13 talk about?

14 A. Well, since he was involved at the inception of  
15 every deal we were making, he would be on every phone  
16 call from start to finish. So whenever there was a deal  
17 to be made, we would talk constantly.

18 Q. So, again, you brought him in at the very start  
19 of any -- any potential deal?

20 A. Yes.

21 Q. Okay. And so, for example, prior to contracts  
22 being signed, negotiations, all of that, you and Jake  
23 were doing that together?

24 A. Yes.

25 Q. And is that true -- again, during this entire

1 period of time, from whenever it was that Jake was hired  
2 up until whenever he was terminated?

3 A. Yes.

4 Q. Okay. And --

5 A. Actually, no. May I answer?

6 Q. Of course, yes.

7 A. Jake was fired after I was fired. So...

8 Q. Okay.

9 A. -- excepting that period of time.

10 Q. During the time that you were Johnny's talent  
11 agent, you and Jake negotiated all of his deals?

12 A. Jake Bloom, Michael Schenkman and myself.

13 Q. And Michael Schenkman is a lawyer at Jake's  
14 firm?

15 A. Yes.

16 Q. And what involvement did Christi typically have  
17 in that process?

18 A. She was involved every step of the way.

19 Q. So, for example, if there were decisions to be  
20 made, she would be involved?

21 A. Yes.

22 Q. Did she have input -- in other words, could she  
23 make -- could she say yes or no to a deal?

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

1 MR. FREEDMAN: You can answer.

2 THE WITNESS: I don't think she ever said yes to  
3 a deal. We'd always have to ask Johnny, and we did.  
4 But, ultimately, because he was so difficult to reach  
5 for a long, long period of time, it would be left to her  
6 to reach and say, we needed to reach him, or she would  
7 convey the information.

8 BY MR. KUMP:

9 Q. Okay. Was there a period of time when he was  
10 out of the country for a fairly lengthy period of time,  
11 a couple of years?

12 A. Yes.

13 Q. When he was in France?

14 A. Yes.

15 Q. And do you know when that was, approximately?

16 A. I would say 19 to 20 years ago.

17 Q. Okay. And was it even more difficult to get  
18 ahold of him during that period of time?

19 A. Yes.

20 Q. Was it even more essential during that period of  
21 time that you deal with Christi?

22 A. Yes.

23 Q. Would you have been able to do your job  
24 representing him if there hadn't been a Christi or  
25 somebody in her position to talk to and to interface

1 with Johnny?

2 MR. FREEDMAN: Calls for a legal conclusion.

3 MR. CHEW: And speculation.

4 MR. KUMP: It must be a really, really bad  
5 question, so let me rephrase that.

6 BY MR. KUMP:

7 Q. Were there -- were there times when -- let me  
8 put it this way: Was it your understanding that Johnny  
9 understood that Christi was playing this role in working  
10 with you and Jake in connection with his movie career?

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

13 THE WITNESS: Can I answer the question?

14 MR. FREEDMAN: Yes.

15 THE WITNESS: Yes.

16 BY MR. KUMP:

17 Q. And did you ever discuss that with Johnny  
18 directly? I mean, in other words, did he -- did he  
19 understand -- did he tell you he understood that Christi  
20 was going to be playing this role interfacing directly  
21 with you and Jake?

22 A. Yes.

23 Q. And he authorized that?

24 A. Well, it wasn't ever specified as an  
25 authorization, but it was stated and understood.

1 Q. And prior to September of 2015, when the Black  
2 Mass -- prior to that time, did Johnny ever tell you  
3 that you weren't authorized to talk to Christi about  
4 anything?

5 A. No.

6 Q. Okay. And to your knowledge, did he ever tell  
7 Jake that Jake wasn't authorized to deal with Christi --

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

10 BY MR. KUMP:

11 Q. I'll re-ask. As far as you know, did Johnny  
12 ever tell Jake that Jake should not inter -- interact in  
13 any way with Tracey -- with Christi?

14 MR. CHEW: Objection.

15 THE WITNESS: Can I answer?

16 MR. FREEDMAN: Yes.

17 THE WITNESS: I don't know.

18 BY MR. KUMP:

19 Q. Okay. In your experience in the entertainment  
20 business, have you ever dealt with people who are  
21 personal managers for talent?

22 A. Yes.

23 Q. Okay. And although the term was never used, did  
24 -- in your experience, did Christi function like a  
25 personal manager for Johnny?

1 A. Yes.

2 Q. Is -- in terms of the relationship -- was there  
3 a relationship between -- let me rephrase that. What  
4 was the fee arrangement that UTA had with Johnny?

5 A. Ten percent.

6 Q. And so that would be ten percent of his gross  
7 earnings?

8 A. Ten percent of everything.

9 Q. Okay. So if, for example, he earned \$20 million  
10 on a movie, UTA would get ten percent of that?

11 A. Correct.

12 Q. And in your experience, is that a relatively  
13 standard rate for a talent agent to -- of UTA's caliber?

14 A. Yes.

15 Q. Did UTA have a written contract with Johnny  
16 Depp?

17 A. Not that I'm aware of.

18 Q. Okay. And in your experience, is that, again,  
19 typical for a relationship between talent and talent  
20 agents?

21 A. Yes.

22 Q. Did you ever -- at the very beginning of the  
23 relationship with Mr. Depp, did you have a conversation  
24 with him about the fact that UTA would be taking a ten  
25 percent fee?

1 A. Yes.

2 Q. Okay. I mean, and you personally spoke to him  
3 about that?

4 A. Yes.

5 Q. And what did you tell him and what did he say?

6 A. It was in the context of him leaving his other  
7 agent, and I said, she will continue to get whatever  
8 money she is owed on your television series or movies,  
9 and the ten percent. And then when those are done, you  
10 will then pay us the fresh money at ten percent, same  
11 deal as she has.

12 Q. Okay. And you explained to him that that was  
13 ten percent on all of his earnings?

14 A. I don't know if I said all of your earnings,  
15 because at the time he was a television actor.

16 Q. Right, right, okay. And at the time that you  
17 had that conversation with him, was there any objection  
18 from him to that arrangement?

19 A. No.

20 Q. Was there -- prior to September of 2015, did he  
21 ever object about the ten percent that he was paying to  
22 UTA?

23 A. No.

24 Q. At -- in -- during the period of time, again,  
25 that you were representing Mr. Depp -- again, I'm

1 principally talking -- during that period of time, did  
2 Christi ever interact with people from the studio who  
3 were making Johnny's movies?

4 A. I believe --

5 MR. HAROUTOUNIAN: Vague and ambiguous.

6 MR. FREEDMAN: You can answer.

7 THE WITNESS: I believe so.

8 BY MR. KUMP:

9 Q. Let me give you a specific example. So, for  
10 example, the Pirates movies were, obviously, a big part  
11 of his career; correct?

12 A. Uh-huh.

13 MR. FREEDMAN: Is that a "yes"?

14 THE WITNESS: Oh, sorry, yes.

15 MR. KUMP: No, no, that's fine.

16 THE WITNESS: I apologize.

17 BY MR. KUMP:

18 Q. And do you know, for example, if Christi ever  
19 dealt with Jerry Bruckheimer directly about issues that  
20 may have arisen?

21 A. I'm sure she did.

22 Q. Okay. How about with respect -- do you know if  
23 she dealt directly with Dick Cook at Disney?

24 A. No, that happened -- no.

25 Q. No, you don't know or...



1 A. I don't know, but that -- she didn't have  
2 anything to do with the job getting processed. I'm not  
3 sure if that was the question.

4 Q. Okay, no, I understand that.

5 So that was -- the job getting processed is what  
6 you did as his talent agent; correct?

7 A. Yes.

8 Q. And how did it come about that he got the first  
9 Pirates?

10 A. Jim Berkus and I took him -- he had been out of  
11 the country for two years, living in France, out of  
12 sight, out of mind. And so when he came back, I had  
13 told Johnny directly, you need to have a couple of key  
14 meetings with some heads of studios. And he said okay,  
15 and Jim and I set up a meeting with the then chairman of  
16 Disney, Dick Cook. So the two of us took him over to  
17 Dick Cook's office, where we sat down and Dick Cook said  
18 to him, what kind of movies would you like to do? And  
19 he said I -- word for word -- "I'd love to do a movie  
20 that my kiddies can see."

21 Q. And just so, for the record, who is Jim Berkus?

22 A. Jim Berkus is the chairman of UTA.

23 Q. Okay. And so when you took -- when you took  
24 Johnny to meet with Dick Cook, that was kind -- that  
25 ultimately led to a relationship with Disney and the

1 first Pirates movie?

2 A. That is what led to it, completely.

3 Q. Okay. And so with respect -- going back to --  
4 what interactions did you have, generally, with  
5 Joel Mandel during the period of 2004 to 2016?

6 A. They were limited to -- I think more of that  
7 happened between Jake and Joel, because it was more  
8 limited to contractual things. But I think, for me, it  
9 was limited to conversations about, you know, if a movie  
10 was going to be shot outside of the United States, how  
11 it might affect tax indemnification and certain tax  
12 ramifications. But it was limited between myself and  
13 Joel.

14 Q. Okay. Did you have -- did you have  
15 conversations with Joel where you kept him apprised  
16 about the deals that Johnny was making -- in other  
17 words, this movie is going to be made for this amount of  
18 money, those kinds of things?

19 A. I did, in terms of Johnny's salary, and where it  
20 was shooting, as I knew that would impact his money  
21 planning.

22 Q. Okay. And were there times when you interacted  
23 together with -- with Jake and Joel to coordinate -- and  
24 Christi to coordinate things with respect to Johnny's  
25 career?

1 A. Maybe, but I can't recall.

2 Q. Okay. The -- I'll come back to that. I have  
3 some documents that I'm going to show you, but I'm going  
4 to hold off doing that for the moment.

5 The -- during the period of time that you  
6 represented Mr. Depp as his talent agent, once Jake --  
7 Jake became his lawyer, whenever that was, was there any  
8 other entertainment lawyer that Mr. Depp used during the  
9 period of time that you were his talent agent?

10 A. Michael Schenkman.

11 Q. At Jake's firm; correct?

12 A. Yes, that's it.

13 Q. Other than Jake's firm, was there any other  
14 entertainment lawyers who represented him during that  
15 period of time?

16 A. No.

17 Q. And based on your experience, was there any time  
18 that you understood that Joel Mandel and his firm were  
19 acting as Johnny's lawyers?

20 A. Never.

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

23 MR. KUMP: Okay.

24 BY MR. KUMP:

25 Q. Did you know -- by the way, do you know whether

1 or not Rob Mandel ever provided any types of services to  
2 Johnny?

3 A. I never spoke to Rob. I don't know.

4 Q. Okay. But in your personal interactions, you  
5 never spoke to Rob regarding Johnny?

6 A. No.

7 Q. Do you know whether or not -- I mean, at the  
8 time -- not today, but at the time back in 2004 to 2015,  
9 '16, did you know whether or not Joel and Rob were  
10 lawyers or were not lawyers? Did you know at the time?

11 A. No.

12 Q. Did you always think of the Mandels -- or --  
13 Joel Mandel as his business manager?

14 A. Yes.

15 Q. And in your interactions with -- did all of you  
16 have fairly specified roles? In other words, you were  
17 the talent agent, Jake was the entertainment lawyer and  
18 Joel was his business manager during that period?

19 MR. CHEW: Objection to the form of the  
20 question; calls for speculation.

21 MR. FREEDMAN: You can answer.

22 THE WITNESS: Yes.

23 BY MR. KUMP:

24 Q. And based on everything you saw and in your  
25 experience, did Joel Mandel function like, you know, a

1 typical business manager in terms of the types of things  
2 that you were aware of that he was doing for and on  
3 behalf of Johnny?

4 MR. CHEW: Objection to the form of the  
5 question; calls for speculation as to what he did.

6 MR. FREEDMAN: You can answer.

7 THE WITNESS: Yes.

8 BY MR. KUMP:

9 Q. Okay. And in your experience -- I may have  
10 asked you this before. I just want to clarify. As a  
11 talent agent, you often, from time to time, or regularly  
12 work with other representatives for your clients;  
13 correct?

14 A. Yes.

15 Q. You, obviously, mentioned the attorneys you do  
16 right from the beginning. Also business managers, if  
17 they have business managers?

18 A. Yes.

19 Q. And have you worked with business managers other  
20 than Joel Mandel throughout your career?

21 A. Yes.

22 Q. Do you know, have you ever shared any other  
23 clients that Mr. Mandel was also the business manager  
24 for; do you recall?

25 A. No.

1 Q. Okay. And did you ever hear Mr. Depp refer to  
2 the Mandels as his attorneys?

3 A. Never.

4 Q. Did you ever hear Christi refer to them as his  
5 attorneys?

6 A. Never.

7 Q. And did you ever -- did Joel ever tell you that  
8 he was his attorney -- let me rephrase it.

9 Did Joel ever tell you that he was Depp's  
10 attorney?

11 A. Never.

12 Q. Did you ever hear anybody ever refer to the  
13 Mandels as Johnny's attorneys?

14 A. No.

15 Q. In your experience as a talent agent, do  
16 business managers sometimes review contracts for their  
17 clients; do you know?

18 A. Depends what the contract is.

19 Q. Okay. How about -- so suppose that the client  
20 wanted to buy a house or something like that, do you  
21 know if business managers get involved in dealing with  
22 those types of negotiations of handling those kinds of  
23 matters?

24 A. My understanding is they do.

25 Q. Okay. And how about with respect to negotiating

1 movies, is that something that business managers do?

2 A. No.

3 Q. Okay. Is that something, again, that typically  
4 a talent agent and -- and the entertainment lawyer will  
5 do, either in combination or together?

6 A. Yes.

7 Q. And Joel Mandel did not have -- play any role in  
8 negotiating any of the movie deals for Mr. Depp;  
9 correct?

10 A. Never.

11 Q. Okay. Did you and Mr. -- when you and Mr. Bloom  
12 were working together to negotiate the deals, how often  
13 in that process would you talk with Christi versus  
14 talking directly with Johnny?

15 A. More with Christi than with Johnny.

16 Q. Okay. And was that because Johnny wasn't  
17 interested, because he wanted to live his life, because  
18 he was reclusive, or do you know?

19 MR. CHEW: Objection to the form of the  
20 question; calls for speculation.

21 THE WITNESS: I don't know.

22 BY MR. KUMP:

23 Q. Okay. Ultimately, when a decision was made  
24 about whether or not to accept a role on a movie at  
25 whatever the price was, whatever the terms were, is that

1 ultimately a decision that Johnny would weigh in on?

2 A. Yes.

3 Q. Okay. And when those decisions needed to be  
4 made, you were ultimately able to get his attention and  
5 get him to make the decision?

6 A. Yes.

7 Q. And did you provide a lot of -- when you met  
8 with him or talked with him, did you provide him with  
9 advice about his career?

10 A. Yes.

11 Q. And did he follow it?

12 A. Sometimes.

13 Q. Do you know if anyone else was giving him advice  
14 about his movie career?

15 A. No, I don't.

16 Q. Okay. Is that the type of thing that -- that  
17 Jake would have done; do you know?

18 A. Possibly.

19 Q. In your experience in dealing with -- with  
20 Johnny, did you get involved in how he spent his money?

21 A. Never.

22 Q. Were you aware, ever -- were you ever aware of  
23 how he was spending his money?

24 A. No.

25 Q. Other than what you might have heard through the



1 grapevine, but you were not involved in those kinds of  
2 decisions; he didn't come to you for that type of  
3 information?

4 A. No.

5 Q. Or that type of advice?

6 A. No.

7 Q. Okay. How often do you think that you spoke to  
8 him directly? Did it just -- I mean, I realize it was,  
9 obviously, a long period of time -- and, again, I'm  
10 focusing really, like, from 2004 to 2016. Was it --

11 A. Sometimes more than others; sometimes not for a  
12 period of time.

13 Q. Could there be periods of months where you went  
14 without speaking with him directly?

15 A. Yes.

16 Q. And -- but, again, during that period of time,  
17 you were dealing -- you were talking with Christi on a  
18 regular basis, on a daily basis?

19 A. Yes.

20 Q. Did -- were you aware of any -- any activities  
21 that Joel Mandel or his company did for Mr. Depp that  
22 was atypical for what business managers might do?

23 A. No.

24 Q. Okay. Now, were there opportunities that you  
25 presented to Mr. Depp that you thought he should take in

1 terms of his film career that he decided to pass on for  
2 any reason?

3 A. Yes.

4 Q. Were there -- and would he discuss with you his  
5 reasons for passing?

6 A. Sometimes.

7 Q. Did he -- for example, I think there's evidence,  
8 and there's e-mails to this effect that, for example, in  
9 2009, he didn't make -- either didn't make a movie or  
10 almost didn't work during that period of time.

11 Do you recall periods where he went for -- what  
12 you considered to be long periods of times without  
13 working?

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

16 THE WITNESS: I don't recall, in 2009, that he  
17 wasn't working for periods of time.

18 MR. KUMP: Okay.

19 BY MR. KUMP:

20 Q. Do you recall whether there were periods of time  
21 that -- where he didn't work?

22 A. Yes, primarily 2015.

23 Q. Okay. And that was, again, during the period --  
24 you were still, obviously, representing him at that  
25 time; correct?

1 A. Yes.

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

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

6 THE WITNESS: Can I answer?

7 MR. KUMP: Yes.

8 MR. FREEDMAN: Yes.

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

10 BY MR. KUMP:

11 Q. So, like, 2005?

12 A. Ish.

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

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

17 Q. And under pressure from whom?

18 A. Johnny, Christi.

19 Q. Joel, sometimes?

20 A. Indirectly.

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

1 A. I need to make some money.

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

4 A. He needs a job.

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

8 A. Yes.

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

10 A. Yes.

11 Q. And what was his response?

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

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

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

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

19 A. Yes.

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

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

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

8 MR. FREEDMAN: You can answer.

9 THE WITNESS: Occasionally.

10 MR. KUMP: Okay.

11 BY MR. KUMP:

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

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

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

24 A. I'm sure there were.

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

1 In other words, there were -- I remember this movie I  
2 had ready for him to go, and he decided to pass on it  
3 for some reason?

4 A. Yes.

5 Q. Okay. What is that? Do you recall?

6 A. He -- do you want the specifics?

7 Q. Sure.

8 A. He was set to do a movie called Grand Budapest  
9 Hotel that Wes Anderson was directing. The money was  
10 very low, but we were able to get him ownership of the  
11 movie split with Wes, and he used the excuse of the  
12 separation with Vanessa, but he didn't want to do it  
13 because there was so little money up front. So I pulled  
14 him out of it, and he ended up taking a movie I begged  
15 not to do called Transcendence.

16 Q. And do you know how that -- the -- Wes' movie  
17 turned out?

18 A. Yeah, it made \$200 million. It's his biggest  
19 movie ever.

20 Q. And if that deal had been done, Depp would have  
21 shared in that --

22 A. He would have made approximately \$12 million  
23 more.

24 Q. At the time that -- but that's his decision -- I  
25 mean, in other words, you recommended he do it, and he

1 ultimately passed on it; correct?

2 A. Correct.

3 Q. Did -- how about with respect to, do you ever  
4 recall him complaining to you about advice that had been  
5 given to him or something that Joel Mandel had asked him  
6 to do that he didn't want to do?

7 A. Yes.

8 Q. What was that?

9 A. Selling his boat.

10 Q. And what did Johnny tell you about that?

11 A. He was very angry at Joel that he had to sell  
12 his boat.

13 Q. And what did he say -- I mean, did he tell you  
14 why he had to sell the boat?

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

17 BY MR. KUMP:

18 Q. Well, let me put it this way. What do you  
19 recall Johnny saying to you about that incident?

20 A. Joel told me I had to sell the boat, I needed  
21 the money, and I -- it's the one thing I don't want to  
22 sell.

23 Q. And he -- he ultimately sold it, is that your  
24 understanding?

25 A. Yes.

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

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

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

7 BY MR. KUMP:

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

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

13 A. Yes.

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

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

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

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



1 MR. FREEDMAN: You can answer.

2 THE WITNESS: Yes.

3 BY MR. KUMP:

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

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

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

9 BY MR. KUMP:

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

12 A. Yes.

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

14 A. Yes.

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

17 A. No.

18 Q. Did he ever blame it on Jake?

19 A. No.

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

22 A. Not until the boat.

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

25 A. Yes.

1 Q. And other than the fact that he was upset, did  
2 he tell you that he -- and he blamed Joel for the advice  
3 to sell the boat, but with respect to the financial  
4 problems he was having, did he blame Joel for that?

5 A. No.

6 Q. It was the boat. He didn't want to sell the  
7 boat?

8 A. Correct.

9 Q. Okay. Did you have -- around the time of the  
10 boat, when he told you, selling the boat, did you have  
11 any understanding as to whether or not he was spending  
12 more than he was earning?

13 A. No.

14 Q. Okay. Did you have any understanding about  
15 whether or not he was able to pay his taxes?

16 A. No.

17 Q. Okay. Did you have any understanding about  
18 whether or not he was borrowing money to pay for his  
19 lifestyle?

20 A. No.

21 Q. But is it fair to say that there was always --  
22 there was always pressure during this period of time on  
23 you to go out and find good paying jobs for him to do?

24 A. Yes.

25 Q. Okay. And that was pressure that came both from

1 Johnny and from Christi; correct?

2 A. Yes.

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

6 A. Yes.

7 Q. And when did that start?

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

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

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

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

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

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

20 A. Yes.

21 Q. Did you talk to Johnny about that?

22 A. Many times.

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

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

1 movies are very expensive, they'll move on to someone  
2 else unless you can be more responsible.

3 Q. And what was his response?

4 A. I don't recall.

5 Q. Did -- do you believe that there were -- that  
6 there were opportunities and jobs that he didn't get  
7 because of these issues?

8 A. I don't recall a specific, but quite possibly.

9 Q. Okay. And did you ever talk to Christi about  
10 this issue?

11 A. All the time.

12 Q. Okay. Was there concern?

13 A. Well, Christi always defended Johnny, so there  
14 was never an instance where she didn't defend him no  
15 matter what the issue was.

16 Q. So if, for example, he didn't show up for  
17 filming some day on a set, and, you know, 100 extras  
18 were sitting around, she would not necessarily blame her  
19 brother for that?

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

22 THE WITNESS: Can I answer that?

23 MR. FREEDMAN: Yes.

24 MR. KUMP: Sure.

25 THE WITNESS: She would usually blame someone

1 else, like the producer, the first AD. She would never  
2 hold her brother accountable, ever.

3 BY MR. KUMP:

4 Q. Was she concerned about the fact, though, that  
5 it was potentially hurting his commercial abilities, and  
6 his commercial opportunities?

7 MR. CHEW: Objection to the form of the  
8 question; calls for speculation as to what another  
9 person may have been feeling.

10 BY MR. KUMP:

11 Q. Just so it's clear, I don't want you to  
12 speculate. I'm talking about what Christi said to you.  
13 So did Christi say to you that she was concerned that  
14 these issues, even if they weren't right, were  
15 interfering with Johnny's ability to get -- you know,  
16 get high-paying jobs?

17 A. No.

18 Q. Okay. Did the two of you talk about any steps  
19 that should be taken so that this wasn't an issue for  
20 Johnny going forward?

21 A. Yes, but it was a very difficult conversation to  
22 have, because she was always defending him. So,  
23 therefore, he didn't do anything wrong, so there was no  
24 discussion, really, to be had.

25 Q. And did the issue of his substance abuse ever

1 become an issue with potential employers that you were  
2 talking to?

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

5 THE WITNESS: Can I answer that?

6 MR. FREEDMAN: Yes.

7 THE WITNESS: Yes.

8 BY MR. KUMP:

9 Q. Okay. And was that, again, around this period  
10 of time, 2010-ish, that concerns were --

11 A. 2010, 2011, yes, it became more noticeable.

12 Q. And there was a concern that it was both alcohol  
13 and drug abuse?

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

16 THE WITNESS: That was stated to me sometimes by  
17 potential buyers for him.

18 BY MR. KUMP:

19 Q. And, again, did you discuss that directly with  
20 Johnny?

21 A. Yes.

22 Q. And what did you tell him?

23 A. I said there are questions about the drinking,  
24 and whatever drugs you might be doing, and you're  
25 showing up late, and the craziness with Amber. And so

1 there are rumors, and it makes people worried,  
2 especially when your price is so high. It makes it that  
3 much more difficult.

4 Q. And what was his response to that?

5 A. Nothing changed.

6 Q. So I understand that Johnny and Amber met on the  
7 filming of the movie Rum Diary?

8 A. Yes.

9 Q. And that their relationship started then -- or  
10 soon thereafter, and went on for some number of years  
11 after that?

12 A. That's my understanding.

13 Q. Do you want to take just a short break?

14 MR. FREEDMAN: Sure.

15 THE VIDEOGRAPHER: The time on the video monitor  
16 is 11:58 a.m. We are going off the record. This is  
17 disc number one.

18 (Off the record.)

19 THE VIDEOGRAPHER: We are back on the record at  
20 12:16 p.m. This is media number one in the deposition  
21 of Tracey Jacobs. Please continue.

22 (Exhibit 47 marked.)

23 BY MR. KUMP:

24 Q. I'm going to show you a document. 47.

25 Ms. Jacobs, this, as you can see, is an e-mail

1 from you to a number of people, May 20th, 2008.

2 Do you see that?

3 A. Yes.

4 Q. And was Sweeney Todd one of Mr. Depp's movies?

5 A. Yes.

6 Q. Okay. Who is Danny? Was there a lawyer at  
7 Jake's firm?

8 A. That's Jake's assistant.

9 Q. Oh, I see, all righty.

10 A. Because Jake doesn't have e-mail or didn't have  
11 e-mail at that time.

12 Q. Okay. Probably a good idea. And in this -- in  
13 this e-mail, you write, Joel has given me permission to  
14 ask for advance per tax situation. We'll see what  
15 happens.

16 Do you recall what that was about?

17 A. Well, it wasn't uncommon for me to ask for  
18 advances. I don't recall what the tax situation was,  
19 and I don't recall exactly what the advance was.

20 Q. Just to be clear, so what is an advance?

21 A. An advance can be a couple of different things.  
22 It can be an advance against your front-end salary,  
23 whatever that has been negotiated out. It can also be  
24 an advance against your back end, your points. So I'm  
25 not sure what this was for, or how much I was asking.



1 Q. And an advance would be something that you would  
2 get from the studio?

3 A. Yes.

4 Q. Okay. And is that something that would have to  
5 be negotiated?

6 A. Yes.

7 Q. And were there times when the studio would  
8 decline to give you an advance?

9 A. Yes.

10 Q. And other times when they would give an advance?

11 A. Yes.

12 Q. Why would you typically -- or why did you ask  
13 for an advance?

14 A. Because he needed the money.

15 Q. Okay. And did you ever get an advance against  
16 his back end?

17 A. Yes.

18 Q. In connection with what films?

19 A. Pirates.

20 Q. And so you went to Disney and asked them for a  
21 back end advance?

22 A. Yes.

23 Q. And do you remember the amounts of any of the  
24 advances that you got?

25 A. No.

1 Q. Okay. How about with respect to -- do you  
2 remember the amounts of any of the advances you got over  
3 time?

4 A. Yes.

5 Q. What do you recall?

6 A. Well, the most recent one was for Fantastic  
7 Beasts.

8 Q. Uh-huh.

9 A. And I went and asked Warner Brothers for a \$5  
10 million advance against his \$13 million salary, and they  
11 granted it.

12 Q. So that was a movie that you were representing  
13 Mr. Depp in connection with?

14 A. And still do, yes.

15 Q. Okay. Was -- by the way, do you know if there's  
16 any commissions or monies that Mr. Depp owes to UTA?

17 A. Yes.

18 Q. Do you know what the amount of that is?

19 A. Back ends on -- do you want me to be specific?

20 Q. Yes, please.

21 A. Could be any of the back-ends over the years,  
22 plus the ones he's done since he's left Fantastic  
23 Beasts, Murder on the Orient Express, Labyrinth, the  
24 movie that comes out in September, and the remaining  
25 three Fantastic Beasts that he will start up again in

1 2019. Those are all deals I negotiated.

2 Q. Okay. And so do you know what the amount of  
3 commissions that are owed as of this date?

4 A. Does that include front-ends, as well?

5 Q. Let's --

6 A. Millions of dollars.

7 Q. Okay. Do you know if it's more or less than ten  
8 million?

9 A. Somewhere in that area.

10 Q. Okay. And the movies that you just mentioned  
11 are all movies that you negotiated on his behalf?

12 A. Yes.

13 Q. Okay. And is it your understanding that under  
14 -- it's custom and practice for the talent agent to get  
15 a commission on any deals that were substantially  
16 negotiated while the client was still with the agency?

17 A. Yes.

18 Q. Okay.

19 MR. KUMP: Okay. Next exhibit.

20 (Exhibit 48 marked.)

21 BY MR. KUMP:

22 Q. Exhibit 48 is a series of e-mails.

23 And, Ms. Jacobs, you probably know this, but the  
24 way you read e-mails is in reverse order. So in other  
25 words the first one in time is at the bottom --

1 A. Yes.

2 Q. Okay, right, reading up. So -- and this appears  
3 to be an e-mail from February of 2010 that indicates  
4 that UTA had received a check in the amount of 194,763.  
5 And then you were -- it was being passed along to you;  
6 you indicated you were going to messenger this to Joel,  
7 and then pass the information on to Christi.

8 Do you recall why people were saying yea or yeah  
9 at the time?

10 A. I think, you know, everyone was always happy  
11 when money came in. This comparatively is a small  
12 amount.

13 Q. But, you know, the receipt of money was a good  
14 thing?

15 A. Positive, yes.

16 Q. Okay. It's not like that in a law firm, but I  
17 understand it may be at an agent. The -- and, again, is  
18 this typically -- this is the information -- so if you  
19 receive a check, you would typically send it to  
20 Mr. Mandel's office?

21 A. Yes.

22 Q. Okay. And you would let everybody know that you  
23 were sending money along?

24 A. Yes.

25 Q. When -- when the studio paid, for example, money

1 to Depp on his front-end salary, is that money that  
2 would come to UTA first? Do you know?

3 MR. FREEDMAN: Objection, calls for speculation.

4 MR. KUMP: If you know.

5 THE WITNESS: Most of the time, yes. And then  
6 I'd send it on to Joel.

7 MR. KUMP: Okay. All righty. Next.

8 (Exhibit 49 marked.)

9 BY MR. KUMP:

10 Q. And, Ms. Jacobs, you can see at the top, this is  
11 an e-mail that you sent to CD@InfinitumNihil.com. You  
12 understand that's Christi Dembrowski --

13 A. Yes.

14 Q. -- her e-mail address, okay. This is December  
15 14th, 2012. Just read the e-mail to yourself and let me  
16 know when you're done.

17 A. Okay.

18 Q. Do you recall what this was about?

19 A. No.

20 Q. Okay.

21 A. Usually I have it in the subject line.

22 Q. Okay. You say, "I told him not to blow up the  
23 movie." Do you think you're talking about Johnny?

24 A. Yes.

25 Q. Okay. And you write on, you say, "But still

1 needs work. He seemed a bit too happy about P5, doing  
2 it later than sooner. OMG."

3 P5 presumably relates to Pirates five?

4 A. Yes.

5 Q. Do you remember any discussions about the --  
6 with Johnny about the timing of that movie and when he  
7 wanted the filming to take place?

8 A. Yes.

9 Q. And he wanted it later than you wanted it?

10 A. No, he just -- I -- I don't recall what the  
11 other films were, but he wanted it to fit in so that he  
12 could do other things. I don't know who EH is,  
13 unfortunately.

14 Q. Okay. When you say other things, you mean --

15 A. Other movies.

16 Q. Other movies, okay. And do you know why you --  
17 you said "OMG" at the end of your e-mail?

18 A. Oh, my God?

19 Q. Yes.

20 A. Yes. I don't know why I said it.

21 Q. That doesn't ring -- that doesn't refresh your  
22 recollection, okay.

23 (Exhibit 50 marked.)

24 BY MR. KUMP:

25 Q. This is an e-mail exchange between you and

1 Christi in February of 2013. You can read it to  
2 yourself.

3 A. Uh-huh.

4 Q. Do you recall this e-mail exchange?

5 A. No.

6 Q. You say it must be -- it must be his happy day,  
7 and then the last -- the -- Christi goes hahaha, you  
8 say, I mean it.

9 Was that referring to some sort of, you know,  
10 exchange you had had previously with Joel Mandel; do you  
11 recall?

12 A. No. I think I know what this is about.

13 Q. Okay.

14 A. I think.

15 Q. Okay. What's that?

16 A. It's about this movie Mortdecai, because it --  
17 it's right around the time that we were talking about  
18 it.

19 Q. Okay. And the -- what was the movie Mortdecai?

20 A. Mortdecai was a movie that Christi and Johnny  
21 were producing through Warner Brothers, but Warner  
22 Brothers put it in the turnaround, so I had to get it  
23 set up elsewhere.

24 Q. Okay. And were you able to do that?

25 A. Yes.

1 Q. And was that a movie that was being produced by  
2 Johnny's production company?

3 A. Yes.

4 Q. And did he star in this -- the movie?

5 A. Yes.

6 Q. Do you recall what his front-end salary was?

7 A. Yes.

8 Q. What was that?

9 A. Fifteen million dollars.

10 Q. Okay. And the movie got made; correct?

11 A. Yes.

12 Q. Okay. Did he get any back-end on that; do you  
13 know?

14 A. He had back-end, but the movie was a bomb, so,  
15 no, he didn't get any.

16 Q. So the movie did not do well?

17 A. No. I have to turn off my phone, excuse me.

18 (Exhibit 51 marked.)

19 BY MR. KUMP:

20 Q. Okay. Do you recall this e-mail chain at all?

21 A. Vaguely.

22 Q. This is from May of 2013?

23 A. Uh-huh.

24 Q. At the bottom of the first page, there's an  
25 e-mail from Christi where she says, "They aren't good



1 guys."

2 Do you recall who she was referring to at the  
3 time?

4 A. I'm not sure.

5 Q. Okay. And she said, "If we didn't need to keep  
6 on going, I'd tell them to take a hike. I would much  
7 prefer another option, as much as I wish it would work,  
8 to which you responded, don't have one now."

9 Again, is this -- does this have to do with a  
10 movie that you're in the process of negotiating with?

11 A. It sounds like it's Mortdecai again, although  
12 I'm not sure.

13 Q. Okay. And when Warner Brothers put that into  
14 turnaround, where -- who ended up making the movie?

15 A. Lionsgate.

16 Q. So you had to negotiate with Lionsgate?

17 A. Yes.

18 Q. And was that a difficult negotiation?

19 A. No.

20 Q. Up at the -- second from the top is an e-mail  
21 from you. It says, "It's not good. Trying to get offer  
22 from Sony, ten to 15."

23 Again, does that refresh your recollection at  
24 all if this was --

25 A. Well, I think she's talking about Houdini, which

1 is a movie that's been in development.

2 Q. Did Houdini ever get made?

3 A. No.

4 Q. Okay. Was that a movie that you were in the  
5 process of trying to get made somewhere?

6 A. No, it was set up, and they were interested in  
7 offering it to Johnny.

8 Q. They were not --

9 A. They were interested in offering it to him.

10 Q. Oh, excuse me. Was that Warner Brothers?

11 A. No, I believe it was Lionsgate.

12 Q. Okay. And was there a reason that that movie  
13 didn't -- and Johnny didn't end up making that movie?

14 A. The movie has just been in development for years  
15 and years. They just haven't made the film.

16 Q. It's still in development, as far as you know?

17 A. As far as I know.

18 Q. All righty.

19 (Exhibit 52 marked.)

20 BY MR. KUMP:

21 Q. I'm just going to ask you about the e-mails at  
22 the very beginning -- or, excuse me, at the very top of  
23 the first page.

24 A. Uh-huh.

25 Q. First of all, it appears that you're discussing

1 with Christi's traveling to Anaheim for something.

2 Was that a movie premier or something? Do you  
3 know?

4 A. It sounds that way.

5 Q. Right. And you wrote and said, "He's testing  
6 unknowns other than Colin."

7 Does that ring a bell?

8 A. I'm not sure what movie this is.

9 Q. Okay. At the very top is your e-mail where  
10 you're writing back to Christi, and you said, "This is  
11 our last option other than shitty Mark Foster movie."

12 A. Forster.

13 Q. Forster, excuse me.

14 And what was the Mark Forster movie?

15 A. I can't remember which one.

16 Q. Did it ever get made?

17 A. I don't know.

18 Q. Is this a -- this is a conversation that -- or,  
19 I should say, an e-mail exchange between you and Christi  
20 talking about possible roles for Johnny?

21 A. Yes.

22 Q. Okay. And is this typical of the kind of  
23 communications you might have with Christi where you  
24 would be going back and forth about various options that  
25 are on the table?

1 A. Sometimes, yes.

2 Q. Okay.

3 (Exhibit 53 marked.)

4 BY MR. KUMP:

5 Q. This is an October of 2013 e-mail exchange  
6 between you and Christi. You write to her and said,  
7 "Also, don't forget to call Jerry B" -- Jerry  
8 Bruckheimer, I assume?

9 A. Yes.

10 Q. "Re P5" -- Pirates five?

11 A. Yes.

12 Q. "And Jason Burns, re 22 Jump Street and J."

13 A. Yes.

14 Q. Did 22 Jump -- was that going to be a movie?

15 A. It was a movie.

16 Q. It was a movie?

17 A. Yes.

18 Q. Was Johnny in that?

19 A. Yes.

20 Q. Okay.

21 A. Maybe he was in the first one. He did a cameo.  
22 So it was either the first -- they had two of them. I'm  
23 not -- I think it was the second one. He did a cameo.

24 Q. All righty. And Christi writes back and says,  
25 "On with Joel Mandel quickly." And then you said, "Be

1 glad he got the checks. So at least we don't have to  
2 feel bad he turned the print ad down."

3 Do you recall what that's referring to?

4 A. I don't know what the checks were for.

5 Q. Right.

6 A. The print ad, he was always being offered print  
7 ad campaigns. It could have either been for jeans -- a  
8 Japanese jeans commercial or eyeglasses.

9 Q. Did -- he had some type of endorsement deal with  
10 Dior; correct?

11 A. Yes.

12 Q. And was that something that was done while you  
13 were his talent agent?

14 A. Yes.

15 Q. Was that something you negotiated?

16 A. Myself and a woman who no longer works at UTA  
17 named Lisa Jacobson.

18 Q. Okay. And how long a deal was that for?

19 A. Four years.

20 Q. Did he have any other brand endorsement deals  
21 through UTA during the time he was with you?

22 A. He had offers, but no other deals.

23 Q. Okay. That was -- that was the one -- the Dior  
24 one was the one that got done; correct?

25 A. Yes. It's still ongoing.

1 Q. Right. And was there a reason why other  
2 endorsement deals didn't get done, or was it just never  
3 the right one came along?

4 A. Both.

5 Q. What was the reasons why they didn't get done?

6 A. Oh, I'm sorry. Ask the question again.

7 Q. Yes.

8 A. I apologize.

9 Q. No, no, that's fine.

10 Were there -- were there reasons why other brand  
11 endorsement deals didn't get done while he was with UTA?

12 A. Usually, he turned them down.

13 Q. Okay. Is it -- as I understand it -- and  
14 correct me if I'm wrong; this is your bailiwick -- but  
15 oftentimes, actors or actresses in the United States,  
16 will do endorsement deals in other countries, often like  
17 Japan, for example, that pay very well but don't have  
18 the exposure here; is that correct?

19 A. Yes.

20 Q. Do you know if Johnny had been offered any  
21 endorsement deals in Japan?

22 A. Yes.

23 Q. For example, can you remember any of the --

24 A. I think there was a Japanese beer, and there  
25 might have been a car.

1 Q. Okay.

2 A. Over the years.

3 Q. And do you know why he turned those down?

4 A. He didn't like the campaign.

5 Q. Do you ever tell him that you were in favor of  
6 an endorsement which he decided not to do?

7 A. The only one I was in favor with was Dior.

8 Q. All righty.

9 (Exhibit 54 marked.)

10 BY MR. KUMP:

11 Q. Do you recall that in November -- roughly the  
12 period of November 2013, that Mr. Depp was filming in  
13 London?

14 A. Yes.

15 Q. Okay. And this is -- this is your e-mail to  
16 Joel; correct?

17 A. Yes.

18 Q. You say, "I spoke to Christi yesterday, and we  
19 talked about March, April. Realistically, if he doesn't  
20 start until mid-April, we will get him an advance."

21 Do you remember what movie that was talking  
22 about?

23 A. No.

24 Q. I assume March, April, was of the next year,  
25 2014?

1 A. Yes.

2 Q. Okay. You said, "Christi and I both get it, and  
3 we will figure it out. So far, I have two potential  
4 opportunities. One I'm pretty sure for 15 to 20  
5 million. She is going to talk to J. in London. I  
6 understand and have accepted my marching orders, and we  
7 will deliver."

8 Do you see that?

9 A. Yes.

10 Q. Okay. And was that you're talking to Joel --  
11 had Joel asked you about getting movies lined up and  
12 signed up, and you told him -- is that the marching  
13 orders that you were referring to there?

14 A. I think so.

15 Q. Okay. And you said, again, you said, "We will  
16 deliver."

17 You're talking both you and Christi are working  
18 towards the same goal there; correct?

19 A. I could have meant UTA.

20 Q. Okay. Do you recall what happened on Christi's  
21 trip to London to talk to Johnny at that time?

22 A. No.

23 Q. Okay. Do you remember she didn't -- you just  
24 don't remember what she said or didn't say about the  
25 trip?



1 A. No.

2 Q. Okay.

3 (Exhibit 55 marked.)

4 BY MR. KUMP:

5 Q. Exhibit 55 is an e-mail just two days later than  
6 the one we just looked at. This is an e-mail exchange  
7 between several people, including Christi and Joel  
8 Mandel and Jake. At the bottom is your e-mail of  
9 November 22nd, 2013. You write, "Not to be a pain, but  
10 it is going to be important very soon to nail down very  
11 specific dates. April 1-ish for Houdini, then Lynch.  
12 We must confirm August-September for Alice 2, and  
13 November for either P5 or another picture. It really  
14 must run like clockwork to make all these movies work,  
15 and the financials work that we were all trying to  
16 solidify."

17 Do you see that?

18 A. Yes.

19 Q. Okay. And do you recall that at this point in  
20 time in November of 2013, you were working with Christi  
21 and Jake, in particular, to line up pictures for Johnny  
22 to do over the next several months?

23 A. Yes.

24 Q. Okay. And it appears -- and correct me if I'm  
25 wrong -- but it appears that you were trying to set up

1 kind of a sequence of who's going to do this movie,  
2 followed by another movie, followed by another movie; is  
3 that correct?

4 A. Yes.

5 Q. Okay. And in the last thing, you say, in your  
6 last sentence, you say, quote, "To make all these movies  
7 work and the financials work" -- excuse me, I apologize.  
8 It says, "We really must run like clockwork to make all  
9 these movies work and the financials work that we are  
10 all trying to solidify."

11 So am I correct that there had been discussions  
12 about the financial need for Johnny to make these movies  
13 over a period of time?

14 A. Yes.

15 Q. Okay. And were those conversations to which  
16 Christi was a party?

17 A. Yes.

18 Q. And were those conversations that Johnny was  
19 aware of? Was Johnny --

20 A. Yes.

21 Q. -- Johnny was aware of the need that he needed  
22 to make these movies. Correct?

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

25 ///

1 BY MR. KUMP:

2 Q. Was Johnny aware that he needed to make a series  
3 of movies to get money?

4 A. I don't know that he was aware of a series of  
5 movies, but he was aware that he needed and wanted to  
6 work.

7 Q. And was it -- was it the role of the -- you and  
8 Jake and Christi, to basically come up with a plan and  
9 then, essentially, present it to Johnny?

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

12 BY MR. KUMP:

13 Q. Is that what you were trying to do here, I guess  
14 I should say?

15 A. Yes.

16 Q. Okay. And do you recall -- what does Lynch  
17 refer to?

18 A. I'm trying to remember, but what I think it is  
19 -- I think it's David Lynch, and that was something  
20 Johnny had talked to David about directly, and that he  
21 had committed to. I don't think it ever happened.

22 Q. Okay.

23 A. But it was something he had done on his own.

24 Q. And -- and Alice 2, did that -- was there a  
25 commitment for that?

1 A. Yes, and the movie got made.

2 Q. Yes, correct?

3 A. Yes.

4 Q. And then -- and then November for either P5,  
5 again that's Pirates five?

6 A. Yes.

7 Q. And do you recall, when was -- when was Pirates  
8 five filmed, approximately? Was that --

9 A. 2015, I believe.

10 Q. Right, okay. And then, in response to your  
11 e-mail that we just looked at, Christi writes back,  
12 "Fully aware. We've talked about the proposed year a  
13 bunch. I got it."

14 Do you see that?

15 A. Yes.

16 Q. Again, and does that correspond with your  
17 recollection that Christi was, you know, involved in  
18 these conversations?

19 A. Yes.

20 Q. And that she was fully aware of all these  
21 issues?

22 A. Yes.

23 Q. And at least according to her, she said, "We  
24 talked about the proposed year a bunch."

25 Is that your recollection, as well, that all of

1 you had talked about this?

2 A. Yes.

3 Q. Okay. And was Joel Mandel part of those  
4 conversations, as well?

5 A. I don't think so.

6 Q. Okay. He is copied on this e-mail.

7 A. Then he might have been of this particular  
8 conversation.

9 Q. Okay.

10 A. Because what I was trying to do was lay out the  
11 financials, the potential financials.

12 Q. For everybody who was on this e-mail?

13 A. Yes.

14 (Exhibit 56 marked.)

15 BY MR. KUMP:

16 Q. Exhibit 56 is an e-mail exchange between you and  
17 Joel Mandel a couple of weeks after the e-mail we just  
18 looked at. Now, do you recall that Joel was going to  
19 make a trip to London to meet with Johnny to talk about  
20 his finances?

21 A. Yes.

22 Q. Okay. And did you talk with Joel before that --  
23 before that trip?

24 A. Yes.

25 Q. Okay. And you write, "Have a good trip to

1 London. My fingers are crossed that everything works  
2 out for April. If it does, I'm not worried about the  
3 rest of the year. Christi and I know what needs to be  
4 done."

5 Do you see that?

6 A. Yes.

7 Q. And, again, do you remember what was special  
8 about April?

9 A. No.

10 Q. That was presumably -- but it was some sort of  
11 film commitment you were trying to get in place?

12 A. Yes.

13 Q. And you write, "Christi and I know what needs to  
14 be done."

15 Again, does that refer to lining up movies for  
16 Johnny to do over the next several months?

17 A. Yes.

18 Q. And what was your understanding from the  
19 conversation you had with Joel about what he was going  
20 to be telling Johnny when he was in -- in London with  
21 Johnny?

22 A. He was going to talk to him about his financial  
23 situation.

24 Q. And did you understand from Joel that his  
25 financial situation was dire?

1 MR. CHEW: Objection to the form of the  
2 question.

3 MR. KUMP: Well, let me ask it this way.

4 BY MR. KUMP:

5 Q. Based on what Joel told you, what was your  
6 understanding about Johnny's financial situation at this  
7 time?

8 A. That he was spending too much money.

9 Q. Okay. And that something had -- something had  
10 to be done to stop the spending?

11 A. Yes.

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

14 BY MR. KUMP:

15 Q. "Yes"?

16 A. Yes.

17 Q. Sorry, okay.

18 And did you talk to Joel after his trip to  
19 London; do you recall?

20 A. Yes.

21 Q. And what did Joel tell you?

22 A. That he had spoken with him.

23 Q. And did he tell you what -- did he tell you what  
24 he said to Johnny; what Johnny said to him?

25 A. No, not specifically.

1 Q. In general, did he explain to you the tenor of  
2 the meeting or what was accomplished at the meeting?

3 A. I can't recall exactly.

4 Q. I understand you can't recall exactly, but do  
5 you have a general recollection -- for example, did Joel  
6 think that he had made progress in his discussions with  
7 Johnny --

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

10 MR. KUMP: Can I finish my question first?

11 MR. CHEW: Sure, I just wanted to object before  
12 she answered it.

13 MR. KUMP: Yeah, but not before I finish it.

14 MR. CHEW: I'll let you finish.

15 BY MR. KUMP:

16 Q. Did you have a conversation with Joel in which  
17 he told you generally about what he and Johnny had  
18 discussed when they were in London together?

19 A. I think so.

20 Q. Okay. And what did Joel tell you?

21 A. It didn't sound like anything had changed.

22 Q. In the sense of what, Johnny wasn't going to  
23 change his spending?

24 A. I don't think we got into the granular  
25 specifics, but it didn't sound -- yes, it didn't sound



1 like that.

2 Q. In other words, Johnny was going to continue to  
3 lead the life that he wanted to live?

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

6 MR. FREEDMAN: You can answer.

7 THE WITNESS: I don't think it was stated that  
8 specifically, but I didn't get the sense that Johnny was  
9 going to change.

10 BY MR. KUMP:

11 Q. And in -- what was your -- what was your sense  
12 on all of the information that you had as to what  
13 Johnny's life was at that time, in terms of his  
14 spending?

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

17 THE WITNESS: That he was spending too much  
18 money.

19 BY MR. KUMP:

20 Q. And that was a message that people had given to  
21 him; correct?

22 A. I don't know about people. I know that Joel  
23 said he gave it to him.

24 Q. Did you ever tell Johnny that you -- that he was  
25 spending too much money? Let me withdraw that. Did you

1 ever tell Johnny that you had had a conversation with  
2 Joel in which Joel told you he was concerned about the  
3 money that Johnny was spending?

4 A. I don't think it was -- when I spoke to Johnny,  
5 it was not related to Joel. I think it was that once  
6 again -- and I know I said this earlier -- I was  
7 concerned about the choices he was making due to the  
8 fact he was always under pressure to make more money.

9 Q. Okay. Next one.

10 (Exhibit 57 marked.)

11 BY MR. KUMP:

12 Q. In the middle of the first page is an e-mail  
13 from Christi to you. It says, "Spoke to Jake. He had  
14 me try Jeremy. Left word. Jeremy texted he will call  
15 Jake."

16 Do you know who Jeremy is?

17 A. I'm not sure.

18 Q. Is it -- who is Jeremy Zimmer?

19 A. That's who it must be.

20 Q. Who is Jeremy Zimmer?

21 A. He's the CEO of the United Talent Agency.

22 Q. Okay. And you wrote back and said, "What did  
23 Jake say?"

24 And then there's an e-mail from Christi above  
25 that that says, "He will say 15 plus perks and talk

1 about Lionsgate. I can fill you in on producing idea;  
2 not a fan. And hoping there are more things that we end  
3 up hearing about, knowing you have looked at all."

4 And then you write, "Anything is possible. I'm  
5 not willing to gamble on Johnny's financial future  
6 knowing what I currently know about April."

7 And this is at the end of the year -- late  
8 December of 2013. Do you recall what this exchange was  
9 about?

10 A. Not exactly. Again, it might be about  
11 Mortdecai, because that was at Lionsgate.

12 Q. Right.

13 A. Or it could have been about Houdini.

14 Q. Because that was also at Lionsgate?

15 A. Yes.

16 Q. Yes, okay. And do you recall what the producing  
17 idea was? Was there some possibility about Johnny being  
18 a producer --

19 A. Well, on Mortdecai, he and Christi did produce  
20 in their production company, which makes me think it's  
21 about Mortdecai.

22 Q. And did he get a separate producing fee in  
23 addition to his acting fee?

24 A. Yes.

25 Q. Did Christi get a producing fee?

1 A. Yes.

2 Q. Do you know how they split that?

3 A. No.

4 Q. She also says, "And hoping there are more things  
5 that we end up hearing about, knowing you have looked at  
6 all."

7 So, again, is this another instance in which you  
8 think they're looking to you for more work?

9 A. Yes.

10 Q. Was that pretty constant at some -- starting at  
11 some point in time?

12 A. Yes.

13 Q. For years?

14 A. Yes.

15 Q. And that was both from Johnny and from Christi  
16 directly?

17 A. Yes.

18 Q. And, obviously, since you were talking from  
19 Christi, more from her?

20 A. Yes.

21 Q. And it was always -- not always -- often about  
22 getting the highest paid job?

23 A. Yes.

24 Q. And that was because he was in need of money?

25 A. Yes.

1 Q. And that's what they told you; correct?

2 A. Yes.

3 (Exhibit 58 marked.)

4 BY MR. KUMP:

5 Q. This is an e-mail that's dated September 2nd,  
6 2015 from you to Joel with a copy to Christi. And the  
7 subject is, "Did you tell Johnny." And then it says,  
8 "He needs to make 25 million by the end of the year?  
9 What are you doing? I'm in Europe."

10 Do you recall what this was about?

11 A. Somewhat.

12 Q. Now, Depp's lawyers had quote [sic] this in  
13 their complaint that they filed in this case.

14 A. Yes.

15 Q. And they quote that, and they say that this is  
16 -- this is evidence that you are hiding from Johnny the  
17 fact that he was in difficult financial condition --  
18 hiding -- that Joel Mandel was hiding from you, and  
19 Depp, and everybody else, and that this e-mail proves  
20 that. Like, is that what this e-mail is about?

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

23 THE WITNESS: Can I answer that?

24 MR. FREEDMAN: Yes.

25 THE WITNESS: So what's the question again? I'm

1 sorry.

2 MR. KUMP: No, no.

3 BY MR. KUMP:

4 Q. What is this e-mail about?

5 A. This e-mail happened -- I was in Venice with  
6 Johnny for the premier of Black Mass. That was  
7 September -- I was there for about five days. And  
8 somehow, I was told -- and I don't think it was from  
9 Joel, because I -- this e-mail wouldn't make sense if it  
10 was from Joel. It must have come from Christi, most  
11 likely. But I was told he needed a job right away,  
12 because I did say earlier that in 2015 he was not  
13 working a lot.

14 Q. Uh-huh.

15 A. So, yes.

16 Q. But when you say, "What are you doing?" --

17 A. Why are you putting me in this position to find  
18 him any job for \$25 million.

19 Q. Okay. As I said, the way they have  
20 characterized this e-mail is that Joel was hiding from  
21 you and Johnny the fact that he was in financial  
22 straits, and this is you saying for the first time, oh,  
23 my God, I now know -- I now find out that Johnny is in  
24 financial trouble. That -- is that what this e-mail was  
25 about?

1 MR. CHEW: Objection to the form of the  
2 question.

3 THE WITNESS: Can you repeat the question,  
4 please.

5 BY MR. KUMP:

6 Q. What they have said in their complaint that was  
7 filed in this case is that this e-mail from you is proof  
8 that Joel Mandel was hiding from Johnny Depp, and from  
9 everyone else, the fact that Johnny was in financial  
10 trouble at the time, and that they are saying that this  
11 e-mail is proof that you had just found out for the  
12 first time that Johnny is having any sort of financial  
13 problem.

14 Is that what this e-mail is about?

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

17 THE WITNESS: No. I already knew he was in  
18 financial trouble. I think what I mean by this is it  
19 was September, and basically, I was being told he needed  
20 to make \$25 million by the end of the year. So doing  
21 the math, it's September, December is the end of the  
22 year. That gave me, like, zero time to find that kind  
23 of paying job, but I knew he was in trouble well before  
24 this.

25 ///

1 BY MR. KUMP:

2 Q. But, again, this was -- this was not something  
3 that Joel had told you. In other words, Joel hadn't  
4 told --

5 A. I think Christi told me.

6 Q. Okay. So Christi said, it's my understanding  
7 that Joel has told Johnny X?

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

9 MR. KUMP: Let me --

10 THE WITNESS: I don't understand the question.

11 MR. KUMP: I agree. I didn't either.

12 BY MR. KUMP:

13 Q. Your best recollection is that Christi said to  
14 you, I understand Joel told Johnny he needs to make \$25  
15 million by the end of the year. Is that what -- is that  
16 --

17 MR. CHEW: Objection to the form of the  
18 question.

19 MR. FREEDMAN: If you recall.

20 THE WITNESS: I, honestly, my recollection is  
21 that this is something Christi told to me that I was  
22 saying to Joel.

23 MR. KUMP: Okay.

24 THE WITNESS: That I have, basically, ten  
25 minutes to find a \$25 million paying job.



1 BY MR. KUMP:

2 Q. And how is it -- how easy is it to find a \$25  
3 million paying job?

4 A. Next to impossible.

5 Q. Okay. And I think that you said you were in  
6 Venice at the time for the premier of Black Mass?

7 A. Yes, I was.

8 Q. So is this around the time that Johnny told you  
9 he was mad at his sister and didn't want you talking  
10 with her?

11 A. It was either at the Venice Film Festival or  
12 right after that he told me.

13 Q. And, again, did he say why that was?

14 A. I think he did. I wish I could recall the  
15 specifics. All I know -- all I can remember is that he  
16 was not speaking to her, and that all -- everything I  
17 needed to discuss should be done with him directly --

18 Q. Okay.

19 A. -- from now on.

20 Q. And so starting after -- starting after he told  
21 you that, whether it was September --

22 A. It was in September.

23 Q. September of 2015. Thereafter, did you talk  
24 with him directly?

25 A. All the time.

1 Q. More so than in the number of years leading up  
2 to that?

3 A. Almost every day.

4 Q. Okay. And you were able to get ahold of him?

5 A. Yes.

6 (Exhibit 59 marked.)

7 BY MR. KUMP:

8 Q. This says -- this is an e-mail from you to Joel.  
9 It says, "With B of A? What about selling the  
10 back-ends?" Do you remember what this was about?

11 A. No, it sounds like it was about a loan.

12 Q. Okay. Was there -- did there come at some point  
13 in time when Johnny spoke to UTA about the possibility  
14 of either getting a loan or some type of -- some type of  
15 money from UTA?

16 A. Yes.

17 Q. Okay. And do you know when that arose, or when  
18 that occurred --

19 A. 2016.

20 Q. -- that was in '16?

21 A. Yes.

22 Q. Okay. This e-mail, which is your e-mail, it  
23 says, "With B of A?" Do you know if Bank of America is  
24 UTA's bank?

25 A. It's one of the banks we do business with.

1 Q. Okay. And you said, "What about selling the  
2 back-ends?"

3 Do you see that?

4 A. Yes.

5 Q. Do you recall -- did you ever have any  
6 conversations with either Joel Mandel or Jake Bloom  
7 about a loan that they had arranged for Johnny that was  
8 going to be based upon his residual or back-end payments  
9 from -- from various movies?

10 A. I'm not sure about the construct of it, but my  
11 understanding was that some of his back ends --  
12 specifically Pirates and Alice, all movies that,  
13 essentially, performed to approximately a billion  
14 dollars or more were pledged against getting some cash.  
15 I don't know how those loans were done. I wasn't  
16 involved.

17 Q. Okay. But either Joel and/or Jake told you  
18 about that at some point in time?

19 A. Yes.

20 Q. And did they tell you why it was necessary to do  
21 that; do you recall?

22 A. I think he needed the cash.

23 Q. Okay. Okay.

24 MR. KUMP: He has to change the tape.

25 THE VIDEOGRAPHER: The time on the video monitor

1 is 12:58. This is the end of media one in the  
2 deposition of Tracey Jacobs. We are going off the  
3 record.

4 (Off the record.)

5 THE VIDEOGRAPHER: Good afternoon. The time on  
6 the video monitor is 1:39 p.m. This is the beginning of  
7 media number two in the deposition of Tracey Jacobs.  
8 Please continue.

9 BY MR. KUMP:

10 Q. Ms. Jacobs, if you could look at the documents  
11 in front of you. The last two we were looking at, which  
12 are Exhibits 58 and 59 -- not that one.

13 A. Oh, shoot.

14 Q. Do you have 58 and 59?

15 A. Hold on. Mine must be out of order, I guess. I  
16 have 54, 55, 56 -- what do you need?

17 Q. 58 and 59.

18 A. Yes.

19 Q. During the lunch break, my observant colleague  
20 pointed something out to me, which is that I don't know  
21 how to read your e-mails. So if you look at Exhibit 58  
22 --

23 A. Yes.

24 Q. -- so the e-mail actually starts on the subject  
25 line, "Did you tell Johnny."

1 Do you see that?

2 A. Yes.

3 Q. And then it starts below, which I hadn't picked  
4 up before, the letter, Y, which -- so it reads, "Did you  
5 tell Johnny why he needs to make 25 million by the end  
6 of the year?"

7 A. Can I say something? It's not like me to  
8 abbreviate, so it's a typo. I don't do those things  
9 where I do U, C -- so this has got to be a typo. I'm a  
10 horrible typist.

11 Q. Okay. So did you -- but am I correct that your  
12 -- the e-mail essentially starts on the subject line,  
13 "Did you tell Johnny?"

14 A. Yes.

15 Q. And then -- okay. Either, "Why," or, "He needs  
16 to make 25 million by the end of the year? What are you  
17 doing? I'm in Europe."

18 And as you testified, you were in Venice at the  
19 time --

20 A. Yes.

21 Q. -- at the film festival?

22 A. Yes.

23 Q. And so you felt that this e-mail was putting a  
24 lot of pressure on you to go out and find something that  
25 you thought was probably impossible to do at the end of

1 the year?

2 A. Yes.

3 Q. Okay. And that -- that -- that pressure was  
4 coming, as I read this, from Christi, as much as anyone;  
5 is that correct?

6 A. Yes.

7 Q. Okay. If you look at exhibit -- the next one,  
8 Exhibit 59. Again, just reading it the way Suann  
9 suggested. So it really says, "Any update with B of A?"

10 Do you see that?

11 A. Yes.

12 Q. Okay. And do you recall at that -- and we'll  
13 see other documents, but do you recall, now, that at  
14 that point in time, there was a discussion about UTA's  
15 bank, Bank of America, loaning money, in some form or  
16 another, to Johnny?

17 MR. CHEW: Objection to the form of the  
18 question.

19 THE WITNESS: Can I answer?

20 MR. KUMP: Sure.

21 MR. FREEDMAN: Yes.

22 THE WITNESS: I'm a little confused, because I  
23 recall the loan conversation in 2016. So I'm not sure.

24 MR. KUMP: Okay. Let me show you the next  
25 document. That will -- maybe...

1 (Exhibit 60 marked.)

2 BY MR. KUMP:

3 Q. At the bottom is an e-mail from somebody named  
4 Raul Anaya at the Bank of America.

5 Do you know who he is?

6 A. I think he runs the division of B of A as it  
7 relates to, like, famous people's loans, and we do  
8 business with him.

9 Q. Okay. And you see at the top of this e-mail is  
10 your e-mail to Jake's assistant, to Joel, where you  
11 said, "From our contact at Bank of America."

12 Do you see that?

13 A. Yes.

14 Q. Okay. And in the e-mail below -- by the way,  
15 the subject is Paul D. Who is Paul D.? Is that one of  
16 the -- is that one of the, what is it, nom de plume or  
17 aliases that sometimes is used when they're referring to  
18 Mr. Depp?

19 A. I've never heard Paul D. That doesn't mean it  
20 isn't. I have never heard that before.

21 Q. Okay. Anyway, Raul Anaya writes to Andrew. And  
22 who is Andrew Thau?

23 A. Andrew Thau is our COO; correct, Michael?

24 MR. FREEDMAN: He's not going to answer.

25 THE WITNESS: Oh, sorry.

1 MR. FREEDMAN: I instruct you not to answer.

2 THE WITNESS: Sorry. He's our COO.

3 BY MR. KUMP:

4 Q. He works at UTA?

5 A. Yes.

6 Q. And the gentleman from Bank of America was  
7 saying, "We spoke to Joel on Friday and we are moving it  
8 along. There may be a shortfall in value from his art  
9 collection, so we are getting an appraisal on it. We  
10 hope to have a better sense of what we can do once we  
11 get the appraisals back. As we discussed, issue is he  
12 is asset-rich, but CF-poor for now. We know it will  
13 change so we are trying to figure out the right  
14 structure for him. I will update you as we get more  
15 info."

16 Does this refresh your recollection as to the  
17 timing --

18 A. Yes.

19 Q. Okay.

20 A. Obviously, I was wrong that it happened in 2015,  
21 at the end of 2015, not 2016. That's when the  
22 conversations must have started.

23 Q. Okay. And what do you recall -- what were the  
24 conversations about?

25 A. About him having us loan him money.



1 Q. "Him," being Johnny Depp?

2 A. Yes.

3 Q. And is that something that he proposed or that  
4 UTA proposed?

5 A. He proposed.

6 Q. Okay. And did he talk to you about it first, or  
7 somebody else --

8 A. No, he talked to me, Jim Berkus, Jeremy Zimmer,  
9 Jake Bloom, I believe Michael Schenkman was in the  
10 meeting. It was at his office.

11 Q. At Johnny's office?

12 A. Yes.

13 Q. And was Joel there; do you recall?

14 A. I believe so. I'm not 100 percent sure.

15 Q. And what was the purpose of that meeting?

16 A. He called the meeting, and I wasn't sure what  
17 the purpose was, but it became apparent very quickly.

18 Q. And did he -- did Mr. Depp specifically ask that  
19 the other people from UTA also be invited; do you  
20 recall?

21 A. Either I asked for them to be there, or he did.  
22 I asked, because I didn't exactly know what it was, but  
23 I had an idea it was going to be about money.

24 Q. Okay. And what did Mr. Depp say at this  
25 meeting?

1 A. He walked into the -- he walked into the room,  
2 and he asked us to give him \$20 million.

3 Q. As a loan?

4 A. No, to give him \$20 million.

5 Q. And did he say why he wanted UTA to give him \$20  
6 million?

7 A. Because he felt we should, because we had made  
8 so much money together over the years.

9 Q. Was Christi at this meeting; do you recall?

10 A. I don't think she was there during this part,  
11 no.

12 Q. And was that really how the meeting started --

13 A. I can't say is it exactly how the meeting  
14 started, but it was very quickly right into it.

15 Q. Okay. And what was the response from UTA, any  
16 of the UTA people?

17 A. Shock.

18 Q. What did Jim Berkus or anyone say to Johnny?

19 A. He said, Johnny, we're not in the position to  
20 give you \$20 million. We can't do that.

21 Q. And what was Mr. Depp's response?

22 A. He was angry.

23 Q. Visibly angry?

24 A. Yes.

25 Q. And what did he say?

1 A. I've made a lot of money for all of you. I'm  
2 having difficulty, and you should help me out.

3 Q. Was there a discussion, then, about any ways in  
4 which UTA could help him out at that meeting?

5 A. We said we would try -- Jim or Jerry said, we  
6 will try and figure out a way, if we can, to loan you  
7 some money. And then he lowered his ask to 15 million.

8 Q. Again, just cash or loan?

9 A. Initially, it was just we should give it to him.

10 Q. Okay.

11 A. But we said we weren't going to give him money.

12 Q. Now, at this point in time -- this was in  
13 November of 2015 -- how did you -- what did you think --  
14 how did you think your relationship with Johnny was at  
15 that time, professionally?

16 A. Complicated and difficult.

17 Q. Did you think that it was trending on a negative  
18 -- in a negative direction?

19 A. Yes.

20 Q. And did you think that -- had he become more and  
21 more difficult to deal with during this period of time?

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

24 THE WITNESS: Yes.

25 ///

1 BY MR. KUMP:

2 Q. This is, again, as you testified, starting in  
3 September of that year, 2015, he had asked that you deal  
4 with him directly; correct?

5 A. Yes.

6 Q. And so from September of 2015 until the time of  
7 this meeting, you had been dealing with him a lot more  
8 than you had in prior years; correct?

9 A. Yes.

10 Q. And how would you characterize those  
11 communications that you were having with him in this --  
12 in this period, this last --

13 A. Really good, accessible, responsive, either to  
14 e-mails or phone calls.

15 Q. And with respect to discussions about his career  
16 and things of that sort, was it collaborative?

17 A. I felt that way, yes.

18 Q. But it sounds as though, at this meeting, there  
19 was a much darker tone.

20 A. Yes, I guess I didn't realize it was that short  
21 a period of time. I thought it was longer.

22 Q. Okay. And how did the -- how did that meeting  
23 end, at his office?

24 A. He was furious.

25 Q. And was there -- did it end with a discussion

1 that UTA would get back to him with some ideas?

2 A. Yes -- sorry.

3 Q. No. And do you recall anything else that  
4 anybody else at that meeting said?

5 A. I think it was explained to him either by Jim or  
6 Jeremy -- no one really said anything except for Jim or  
7 Jerry, how we couldn't just give clients money, and we  
8 couldn't be in the business of loaning clients 15 to \$20  
9 million, and Jim and Jerry both said -- I don't recall  
10 which one -- that, let us think about if there's  
11 something else we can do and get back to you.

12 Q. Okay. And -- so from that meeting, did it  
13 evolve to the possibility of UTA giving a loan or some  
14 type of guarantee in connection with a loan?

15 A. Not in that meeting. They said they would think  
16 about it, and they did, and got back to him very  
17 quickly.

18 Q. Okay. And were you involved in those subsequent  
19 communications with Johnny?

20 A. No.

21 Q. Those were directly from either Jim Berkus  
22 and/or Jeremy Zimmer?

23 A. No, I think it was to Andrew Thau, who I just  
24 described what he does.

25 Q. Okay. And what was the proposal that UTA went

1 back to Johnny Depp with?

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

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

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

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

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

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

18 A. Yes.

19 Q. And what did he tell you?

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

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

25 A. I believe so.

1 Q. Do you know what about?

2 A. I think drugs.

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

5 A. Yes.

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

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

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

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

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

15 A. Approximately 25 years ago.

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

19 A. Yes.

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

21 A. Yes.

22 Q. Was it ever not a problem?

23 A. Yes.

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

1 A. I don't know.

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

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

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

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

11 MR. FREEDMAN: You can answer.

12 THE WITNESS: Yes.

13 BY MR. KUMP:

14 Q. Okay. In a negative way?

15 A. Yes.

16 Q. How so?

17 A. Anger, hostility, unwillingness to communicate.

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

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

24 MR. FREEDMAN: You can answer.

25 THE WITNESS: Yes.



1 BY MR. KUMP:

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

5 A. Yes.

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

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

14 MR. FREEDMAN: You can answer.

15 THE WITNESS: Yes.

16 BY MR. KUMP:

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

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

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

1 A. No.

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

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

6 Q. More often than not?

7 A. Yes.

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

10 A. Yes.

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

14 A. They --

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

17 THE WITNESS: I couldn't tell.

18 BY MR. KUMP:

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

21 A. I think it was both.

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

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

1 MR. FREEDMAN: You can answer.

2 THE WITNESS: Yes.

3 BY MR. KUMP:

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

7 A. Yes.

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

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

11 MR. FREEDMAN: You can answer.

12 THE WITNESS: No.

13 BY MR. KUMP:

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

16 MR. CHEW: Objection, calls for speculation.

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

20 BY MR. KUMP:

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

22 A. Do you mean toward me?

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

24 A. Physically?

25 Q. No, let me rephrase that.

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

3 A. Yes.

4 Q. Okay. On more than one occasion?

5 A. Yes.

6 Q. Did he raise his voice?

7 A. Yes.

8 Q. Was he clearly visibly angry?

9 A. Yes.

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

11 A. No.

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

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

17 A. I can't quantify.

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

19 A. Yes.

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

22 A. Yes.

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

1 A. Yes.

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

5 A. Yes.

6 Q. He was angry at everybody?

7 A. Yes.

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

10 A. Yes.

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

14 A. Yes.

15 Q. Was it a negative?

16 A. Yes.

17 Q. And did it hurt his career?

18 A. Yes.

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

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

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

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

1 Q. Yes.

2 A. One very small movie.

3 Q. And what was that?

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

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

8 MR. FREEDMAN: Objection, vague.

9 BY MR. KUMP:

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

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

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

17 A. Yes.

18 Q. What was that?

19 A. Six hundred fifty million dollars.

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

22 A. Yes.

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

25 A. October 27th, 2016.

1 Q. You have not spoken to him since then?

2 A. No.

3 Q. And what occurred on that date?

4 A. He called me in London on the phone.

5 Q. You were in London?

6 A. Yes.

7 Q. Okay. And what did he say to you?

8 A. I have something to tell you.

9 Q. Okay. And what did he tell you?

10 A. I'm going to CAA.

11 Q. And what else did he say?

12 A. I just feel they're going to do a better job for  
13 me and the company, which I don't think you've paid any  
14 attention to. And I don't like UTA, and I'm not happy.  
15 I don't remember exactly what I said, but you didn't ask  
16 me, but I do remember the end of the conversation, he  
17 slammed the phone down on me.

18 Q. He slammed the phone down?

19 A. Yes.

20 Q. When he said you hadn't done -- you hadn't  
21 handled his company properly, you mean his production  
22 company?

23 A. Uh-huh, yes.

24 Q. And had he complained to you before about what  
25 he viewed as UTA's handling of his production company?

1 A. Yes.

2 Q. What had been his complaint?

3 A. That we weren't setting up these esoteric  
4 projects that he either co-wrote or found scripts that  
5 nobody wanted to make, and I got blamed for it.

6 Q. And did you tell him that he was -- he was  
7 trying to, you know, make projects that were just  
8 unmarketable?

9 A. Yes.

10 Q. And was that a message he wanted to hear?

11 A. No.

12 Q. And he blamed you for it?

13 A. Yes.

14 Q. And that went on over a number of years?

15 A. The last several years.

16 Q. Okay. Did UTA try to get projects for his  
17 company made?

18 A. Yes, and we did, sometimes.

19 Q. Okay, okay. When you received the call on  
20 October 27th, 2016 when you were in London, did you know  
21 that that call was coming?

22 A. Well, yes, he had e-mailed me repeatedly during  
23 the afternoon saying, I need to talk to you, honey, XX;  
24 when will you be around, sweetheart, XX; can I reach you  
25 later on? I'm at the studio right now, XX; hit me up



1 when you're available, XX.

2 Q. Well, did you think that was going to lead to a  
3 negative conversation or a positive conversation, or did  
4 you know?

5 A. Intuitively, I knew.

6 Q. Really?

7 A. Yes.

8 Q. Can you explain how?

9 A. Because Christi had been indicating for some  
10 time that she loved CAA, and it was just out of nowhere,  
11 and he was being overly nice in texts, and I was  
12 suspicious.

13 Q. So Christi had said to you prior to that time  
14 that she liked CAA?

15 A. Uh-huh.

16 Q. You have to say "yes" or "no," I'm sorry.

17 A. Yes, I'm sorry, yes.

18 Q. And did she say why she was having that  
19 conversation with you?

20 A. Yes, the production company was -- that she  
21 preferred the way they dealt with the production company  
22 to the way we dealt with it.

23 Q. Well, was -- did CAA take over the production  
24 company prior to Johnny firing you?

25 A. I'm not exactly sure. I think they did.

1 Q. Okay. But you weren't really sure whether or  
2 not that was going on --

3 A. No, I think they were using it to sign him as an  
4 actor.

5 Q. I see, okay. And do you recall anything that  
6 you said to Mr. Depp during the phone conversation that  
7 the two of you had on October 27th?

8 A. Yes.

9 Q. What did you say to him?

10 A. I said I would think after 30 years, you could  
11 show me enough respect that I told you I was going to be  
12 back in Los Angeles tomorrow, and that you had to wake  
13 me up at 2:00 in the morning to tell me this, almost  
14 gleefully, is an insult to me and to our relationship.  
15 And it was really upsetting that this is how he felt he  
16 had to do it.

17 Q. And what did he say to that? Did he have --

18 A. He started screaming at me. I don't recall  
19 exactly what he said. And then he slammed the phone  
20 down on me.

21 Q. And that was the last time you ever spoke to  
22 him?

23 A. Yes. And then he texted me.

24 Q. Oh, what did he say in his text?

25 A. He -- I think you subpoenaed all my texts.

1 Q. Yes.

2 A. He said, if I recall, something along the lines  
3 of, while I know that was difficult, and I wish it  
4 hadn't been quite like that, in case I didn't say on the  
5 phone, I wanted to let you know that I will be taking my  
6 daughter with me, as well. She will be leaving UTA,  
7 Johnny.

8 Q. And at that time, UTA had been representing his  
9 daughter, Lily-Rose?

10 A. Yes, who he asked us to represent.

11 Q. Okay. And you had been representing her for  
12 some period of time?

13 A. A year, maybe.

14 Q. Okay. Next.

15 (Exhibit 61 marked.)

16 BY MR. KUMP:

17 Q. This is an e-mail from you to Joel Mandel,  
18 November 16th, 2015. It says, "Johnny said he is seeing  
19 you at 1:00 p.m. today. Hope it goes well. I told him  
20 to listen, and we are all here to help him."

21 Can you recall what this e-mail was about?

22 A. Not exactly, but it sounds like it was about  
23 getting him some money.

24 Q. Right. And you said, "I told him to listen, and  
25 we are all here to help him."

1 Do you recall -- you recall that conversation  
2 with him?

3 A. No.

4 Q. Okay. But you have no reason to assume your  
5 e-mail is not accurate?

6 A. No.

7 Q. Okay. Did you recall -- did you speak to either  
8 Johnny or Joel Mandel after they met on that -- on that  
9 -- at that time?

10 A. I don't recall.

11 Q. Okay.

12 (Exhibit 62 marked.)

13 BY MR. KUMP:

14 Q. These are e-mails from January 19th, 2016  
15 between you and Joel Mandel. And I take it this is  
16 about the potential loan or guarantee that UTA was  
17 trying to arrange with Bank of America?

18 A. Yes.

19 Q. Okay. And, again, you were not directly  
20 involved in those efforts; correct?

21 A. Correct.

22 Q. Okay. At the top, you say -- you're referring  
23 to what Andrew Thau said below in his e-mail to you  
24 where he was explaining to you the status of things.  
25 You said, "This is good news. Also, I may have two

1 other offers in the next week."

2 Do you see that?

3 A. Yes.

4 Q. Okay. And, again, did you feel at this point in  
5 time there was pressure on you to find paying jobs for  
6 him?

7 A. Yes.

8 Q. But that had been true for the last few years;  
9 correct, or number of years?

10 A. Yes.

11 (Exhibit 63 marked.)

12 BY MR. KUMP:

13 Q. This is an e-mail, Ms. Jacobs, from you to  
14 several people on January 21st, 2016 regarding Johnny.  
15 And it says, "My office is going to be setting a meeting  
16 for next Thursday, January 28th, with Johnny at his  
17 office. Please allocate two hours' time for the meeting  
18 so we have enough time. Thank you."

19 Is that the meeting that you told us about, or  
20 is that a separate meeting?

21 A. I'm a little confused by the time frame.

22 Q. Okay.

23 A. I think this -- I guess I'm a little confused,  
24 because we seemed to be talking about the loan before  
25 this, but I think this is the meeting where he said what

1 I earlier testified to, where the \$20 million came up,  
2 because Jake -- sorry, Jake, Jim, Jeremy, and I believe  
3 Joel and myself, were all there.

4 Q. The meeting -- do you recall a meeting that took  
5 place with all of those people at UTA?

6 A. No, there was one that took place at Infinitum  
7 Nihil at Johnny's office on Melrose.

8 Q. Right. But you don't remember an additional  
9 meeting with those same people at your UTA office?

10 A. No, I think it was at his office.

11 Q. Okay.

12 (Exhibit 64 marked.)

13 BY MR. KUMP:

14 Q. Exhibit 64 is an e-mail a couple of days later,  
15 again from you, where you said, "On Thursday, Joel will  
16 walk him through the math of what he has to do to be  
17 financially okay. He needs to do two big movies this  
18 year, plus commercials, and selling the French house."

19 Do you see that?

20 A. Yes.

21 Q. Now, do you recall where you got the information  
22 that Johnny needed to do two big movies this year, plus  
23 commercials, and selling the French house?

24 A. Sounds like I got that information from Joel.

25 Q. Okay. And there was a meeting -- so this is

1 January 26th. There was a meeting on -- two days later,  
2 on January 28th, and that's, you think, the meeting that  
3 took place at Johnny's office?

4 A. Yes.

5 Q. Now -- and you've told us everything that you  
6 can remember about that meeting?

7 A. Yes.

8 Q. Was there ever any point in time where either  
9 Johnny or his sister, Christi, told you or anyone else  
10 at UTA that you guys -- or that UTA should loan him  
11 money because the Mandels had also loaned him some  
12 money?

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

15 MR. FREEDMAN: You can answer.

16 THE WITNESS: Christi had told me that Joel had  
17 loaned Johnny \$8 million sometime before. I don't  
18 exactly know when.

19 BY MR. KUMP:

20 Q. And in -- was that a -- do you recall, was that  
21 a conversation face to face with Christi, over the  
22 phone?

23 A. I believe it was on the phone.

24 Q. Okay. And was that prior to this meeting that  
25 took place?

1 A. Well before.

2 Q. Okay. So it was sometime back in 2015?

3 A. I believe so.

4 Q. Okay. And do you recall what it was that --  
5 what did you say in response to her when she said that?

6 A. Wow.

7 Q. And did you -- did she -- did it come up in the  
8 context of her saying, you know, you guys should loan  
9 money because Joel also gave us money? Or do you recall  
10 the context --

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

13 THE WITNESS: Do you want to restate the  
14 question for me?

15 MR. KUMP: Sure.

16 BY MR. KUMP:

17 Q. When Christi told you that the Mandels had  
18 loaned Johnny \$8 million, did that just come out of the  
19 blue, or was it in the context of a conversation about  
20 what UTA should be doing?

21 A. I think it was in the context of Johnny's  
22 financial situation, because we spoke often about it.  
23 And I don't remember exactly how it came up, but it came  
24 up that Joel had loaned him \$8 million. I was shocked.  
25 You know. And I said to Christi, was this Joel -- or



1 Joel and Rob, personally? And she said yes. I said,  
2 I've never heard of a business manager doing that.

3 Q. Was there any discussion about whether Jake had  
4 loaned any money --

5 A. I said to her, has Jake loaned him money? And  
6 she said no.

7 Q. Do you know -- do you know if they had asked  
8 Jake to loan any money?

9 A. I don't know.

10 Q. Okay. She didn't say that?

11 A. No.

12 Q. And did -- did the -- did the topic of the  
13 Mandels loaning money to Johnny come up again with  
14 Christi after that one time?

15 A. Yes.

16 Q. Okay. When else did it come up?

17 A. I don't recall specifically, but at some point,  
18 not far from this meeting, it was brought up in the  
19 context of, that we would be expected to do something  
20 similar. There was never an amount discussed.

21 Q. Okay. And was that -- was that also something  
22 that Johnny said to you, versus to UTA?

23 A. No, not until the meeting.

24 Q. Okay. But prior to the meeting, Christi had  
25 said it?

1 A. Yes.

2 Q. And at the meeting, when Johnny was asking for  
3 money, did he also mention the fact that the Mandels had  
4 loaned him money?

5 A. No.

6 Q. Okay. Did you say at some point, did Christi  
7 join the meeting; do you recall?

8 A. I don't think she did.

9 Q. Okay. Next.

10 (Exhibit 65 marked.)

11 BY MR. KUMP:

12 Q. This is an e-mail exchange -- by the way, I note  
13 that one of the people who's copied on this e-mail is  
14 Christi. So at this point in time, she was presumably  
15 back in the picture?

16 A. Yes.

17 Q. Okay. And this is an e-mail on February 12th,  
18 2016 from you to Joel and several other people. It  
19 says, "Joel, you really need to speak to him Tuesday to  
20 explain the need for him to do a film, even if not this  
21 one. I just spoke to the business manager, who told me  
22 Johnny may gross 100 grand a week for a couple of weeks,  
23 maximum."

24 And then there's another e-mail from you above

25 --

1 MR. FREEDMAN: Just to interrupt you for a  
2 second. You said business manager.

3 MR. KUMP: Thank you. "I just spoke" -- I have  
4 it on the brain.

5 BY MR. KUMP:

6 Q. "I just spoke to the music manager, who told me  
7 Johnny may gross 100 grand a week for a couple weeks,  
8 max."

9 Do you see that?

10 A. Yes.

11 Q. Then a couple of minutes later you also added,  
12 you said, "Also, she wants to know next week that she  
13 can book more July dates, and into August. This will  
14 render him unavailable for potentially any movies this  
15 year."

16 Do you see that?

17 A. Yes.

18 Q. Now, was this -- is the music manager somebody  
19 who was booking him for his rock and roll career?

20 A. This was Trudy Green that I was referring to.  
21 She manages Joe Perry, who's part of the Hollywood  
22 Vampires -- yes.

23 Q. Excuse me. So at this point in time in February  
24 of 2016, Mr. Depp was playing with that band -- was  
25 going to play with them?

1 A. Yes.

2 Q. And what was your concern about him playing with  
3 the band?

4 A. Because he was just booking dates left and right  
5 with no concern -- after me being yelled at about the  
6 money and how much he needed to earn, that he was  
7 booking dates for months with no concern for movies,  
8 which is what provided him his real income. He didn't  
9 care.

10 Q. And so you said, "I just spoke to the music  
11 manager" -- and that was Trudy Green?

12 A. Yes.

13 Q. Who told me Johnny may gross 100 grand a week  
14 for a couple weeks max?

15 A. Uh-huh.

16 Q. That's the only income he could be looking at if  
17 he pursued this rock and roll career?

18 A. Yes.

19 Q. And in your e-mail above, which went to Joel and  
20 Christi and the folks at Bloom Hergott, you said this  
21 will render him unavailable for potentially any movies  
22 this year. And why was that a concern?

23 A. Because he was blocking out huge money-earning  
24 months in terms of when movies were being green-lit.  
25 And I explained this to Christi, and Christi essentially

1 threw me under the bus with Johnny, saying I was trying  
2 to interfere with his music playing, and trying to screw  
3 up the tour, which, I guess, meant more to him than  
4 making money on a movie.

5 Q. And did that anger him?

6 A. Yes.

7 Q. And did he voice his anger to you?

8 A. Yes.

9 Q. And he thought you were trying to sabotage or  
10 somehow interfere with his music career?

11 A. Yes.

12 Q. Okay.

13 (Exhibit 66 marked.)

14 BY MR. KUMP:

15 Q. And this is also your e-mail of March 7, 2016.

16 A. Yes, I read it.

17 Q. "Christi just told me J is doing the tour until  
18 August."

19 This is to Joel Mandel. Did you ever e-mail or  
20 text him? This flies in the face of what we discussed  
21 last week.

22 Do you recall what it was that had been  
23 discussed last week?

24 A. Yes, taking a movie, because he was in desperate  
25 straits for money, and at the same time, he was booking

1 himself, between Trudy Green, Christi, and Shep Gordon,  
2 for this tour that the Hollywood Vampires were doing.

3 Q. When you say this flies in the face of what we  
4 discussed last week, was Johnny part of these  
5 discussions; do you recall? Or Christi?

6 A. It was Christi.

7 Q. And the discussions you had had the prior week  
8 with Christi, did you think there was a consensus  
9 reached that Johnny needed to book a movie?

10 A. Yes.

11 Q. And so this -- you viewed this as, obviously,  
12 inconsistent with that?

13 A. I viewed it as she threw me under the bus.

14 Q. Okay. And, basically, she told Johnny what he  
15 wanted to hear?

16 A. Yes.

17 Q. And used you as the scapegoat?

18 A. Yes.

19 Q. This is -- by the way, this e-mail is one week  
20 before Johnny terminated Joel Mandel as his business  
21 manager, which occurred on March 14th, 2016.

22 Did you know that Johnny was going to terminate  
23 Joel Mandel as his business manager?

24 A. No.

25 Q. And how did you find out about it?

1 A. I think either Christi or Johnny told me.

2 Q. And what did they tell you?

3 A. That he fired Joel Mandel.

4 Q. And did they tell you why?

5 A. No.

6 Q. Did you ever have a conversation with Johnny  
7 after that as to why he fired Joel Mandel?

8 A. No.

9 Q. Did -- okay. When was the first time you met Ed  
10 White -- well, let me rephrase that. When was the first  
11 time you had any communications of any sort with Ed  
12 White?

13 A. Pretty soon after Johnny hired him. I don't  
14 know exactly when he hired him.

15 Q. Okay. And did you ever meet Ed White face to  
16 face?

17 A. Yes.

18 Q. Okay. On more than one occasion?

19 A. Yes.

20 Q. And did you have regular communications with Ed  
21 White from the time that he was hired until you were  
22 terminated?

23 A. Fairly regular.

24 Q. Okay. And what -- generally, what were those  
25 communications about?

1 A. Money, and doing movies, and that he needed  
2 money, and that Ed had was going to get him a big loan  
3 from the Bank of California.

4 Q. Did you play any role in getting the loan from  
5 Bank of California?

6 A. No, I don't think Johnny got the loan through  
7 Bank of California through Ed White, either.

8 Q. Who did he get the loan through?

9 A. I don't know.

10 Q. Did you ever hear anything about a gentleman by  
11 the name of Sheikh Farhad [sic]?

12 A. It's not Sheikh Fahad -- Fahad -- I believe I'm  
13 saying that correctly -- somehow Johnny met a couple  
14 years earlier in London. And I guess his sole purpose  
15 for his existence was to introduce Johnny to Eric  
16 Princes.

17 Q. And did he loan money to Johnny; do you know?

18 A. He had no money to loan.

19 Q. Okay. What did he -- did he and Johnny pal  
20 around together?

21 A. Yes.

22 Q. I think I've seen -- were they on some yacht  
23 together?

24 A. Yes.

25 Q. Do you know what it was that -- did Johnny get



1 advice from this guy?

2 A. Yes, I -- I believe he was the motivator for  
3 Johnny to fire Joel Mandel.

4 Q. Okay.

5 A. And probably me, as well.

6 Q. And was he also the go-between with Bank of  
7 California; do you know?

8 A. He acted as though he was.

9 Q. Okay. Did you ever meet this -- this Arab  
10 gentleman?

11 A. Yes. He's not Arab. He's Pakistani.

12 Q. I'm sorry, that doesn't sound right. I didn't  
13 mean to mischaracterize him.

14 Where did you meet him?

15 MR. FREEDMAN: You're going to get fired before  
16 the end of this depo.

17 THE WITNESS: I met him for lunch. Jim Berkus  
18 and I had lunch with him at the Polo Lounge.

19 BY MR. KUMP:

20 Q. At Johnny's request?

21 A. Yes.

22 Q. Okay. And what was -- do you recall when that  
23 was, approximately?

24 A. It would have been near this time.

25 Q. Okay. And what was discussed at lunch?

1 A. How he was raising money for Johnny, and he was  
2 going to produce all of his movies, how he had access to  
3 a lot of foreign money and investments, and he was going  
4 to be involved in every aspect of Johnny's professional  
5 life.

6 Q. And what was your reaction to that?

7 A. I thought he was full of shit.

8 Q. Did he ever raise any money?

9 A. None.

10 Q. Did he ever put Johnny in any movies?

11 A. Never.

12 Q. Okay. Did -- after your meeting with him, did  
13 you ever talk to him again?

14 A. Yes.

15 Q. And what were the circumstances of that?

16 A. Just to ask him how it was coming on raising  
17 money for this script Johnny had, that he said he had  
18 all the money for; he never had a dime for it. And he  
19 -- he was just an absolute con man. I looked up all of  
20 his producing credits. He had one of some movie that I  
21 had never heard of.

22 Q. Did you ever mention any of this to Johnny about  
23 your reactions or impressions of this gentleman?

24 A. I don't think that specifically, but I did say I  
25 didn't trust him.

1 Q. Okay. And did Johnny continue to rely upon him?

2 A. Yes.

3 Q. Okay. Do you know if he was relying upon him at  
4 the time that you were terminated?

5 A. Yes.

6 Q. Okay. And do you think -- you think this guy  
7 played some role in your termination?

8 A. Yes.

9 Q. Did he have some sort of relationship with  
10 another agency that he wanted to move Johnny to?

11 A. I don't know.

12 Q. Okay.

13 (Exhibit 67 marked.)

14 BY MR. KUMP:

15 Q. This is an e-mail dated March 9, 2016 from you  
16 to Gueran Ducoty?

17 A. Gueran Ducoty.

18 Q. And who is that?

19 A. He's a commercial agent at UTA.

20 Q. And is this regarding a possible commercial or  
21 endorsement of some type with Turkish Air?

22 A. Yes, he had an offer.

23 Q. Okay. You write, "We must get red line contract  
24 so Christi can get Johnny. And we have to get signed  
25 ASAP. We need to get the four million immediately.

1 Please."

2 Is that what he was being offered?

3 A. He was offered \$15 million.

4 Q. For a Turkish Air commercial?

5 A. Yes.

6 Q. And how much work was that going to be?

7 A. I think a couple of personal appearances, as I  
8 recall, and one commercial, and one print ad.

9 Q. Okay. And did Johnny turn it down?

10 A. Ultimately.

11 Q. When you say ultimately, you mean sometime after  
12 this?

13 A. I went to his house because he would refuse to  
14 answer me, and he needed the money, and so I went to his  
15 house after work one day. I brought the story boards  
16 with me and went through it with him. He couldn't have  
17 been less interested, but I felt like I had turned him  
18 around. I said, look, it's \$15 million, you need the  
19 money. It's not the ideal situation, but it's there,  
20 now, and I'll do everything I can to protect you.

21 Q. And did the deal get made?

22 A. No.

23 Q. Why is that?

24 A. It fell apart. He'd never give an answer, and  
25 they ended up going with someone else.

1 Q. And so you could just never put it together?

2 A. Correct.

3 Q. Okay.

4 (Exhibit 68 marked.)

5 BY MR. KUMP:

6 Q. Ms. Jacobs, you were not on these e-mails, so I  
7 -- but what I wanted to do was direct your attention to  
8 what starts on Page 37.

9 A. Thirty-seven?

10 Q. Do you see in the right-hand corner, it says UTA

11 --

12 A. Oh, yes.

13 Q. -- those numbers?

14 A. Sorry.

15 Q. No, no.

16 A. Yes.

17 Q. So this -- this is -- it's titled Agreement in  
18 Consideration of Guaranty. It says, "This Agreement in  
19 Consideration of Guaranty is entered into as of February  
20 5, 2016, among Johnny" -- "John C. Depp, borrower, and  
21 United Talent Agency, LLC."

22 Do you see that?

23 A. Yes.

24 Q. And if you turn to the last two pages of this  
25 document, you'll see --

1 A. Forty-one and 42?

2 Q. Yes. You'll see this agreement is signed by  
3 Jeremy Zimmer on behalf of UTA. And then on the last  
4 page by Mr. Depp.

5 Do you generally recognize his signature?

6 A. Yes.

7 Q. And is it your understanding that this was the  
8 written agreement that was ultimately entered into  
9 between UTA and Johnny Depp?

10 A. I've never seen it before.

11 Q. Okay. Do you understand -- do you have an  
12 understanding that at some point an agreement was  
13 reached between the parties?

14 A. Yes, but I wasn't apart of it, nor did I see any  
15 of this.

16 Q. And -- I understand. Did you -- do you know  
17 what the basic terms of the deal were?

18 MR. CHEW: Objection to the form of the  
19 question, that it calls for speculation. She says she's  
20 not aware of it.

21 BY MR. KUMP:

22 Q. Did you have an understanding that UTA agreed to  
23 guarantee a \$5 million loan that Bank of America was  
24 going to make to Mr. Depp?

25 MR. CHEW: Same objection.

1 MR. FREEDMAN: Calls for speculation. If you  
2 know.

3 THE WITNESS: Yes.

4 MR. KUMP: Okay.

5 BY MR. KUMP:

6 Q. And that there was going to be a loan that was  
7 secured by his artwork?

8 A. Well, I was never clear on that.

9 Q. Okay. Did you ever -- did anyone ever tell you  
10 that in connection with this guarantee, Johnny had  
11 promised that he would put up some of his artwork to  
12 secure a loan from the bank, and that he didn't follow  
13 through on that?

14 A. How I found out was that Johnny and Christi both  
15 called me separately to yell at me about the fact --  
16 excuse me, I don't know what's going on I'll turn this  
17 off.

18 Both of them separately called to yell at me  
19 that we were screwing them over by asking him to use his  
20 art as collateral for a loan.

21 Q. And they personally called you?

22 A. Yes.

23 Q. And both Johnny -- did they call you separately?

24 A. Separately.

25 Q. Okay. And what did Johnny say to you?

1 A. Essentially -- I don't recall his words exactly

2 --

3 Q. Sure.

4 A. -- but how dare we use his art as collateral to  
5 loan him \$5 million -- which wouldn't last the month  
6 anyway, is what he said to me.

7 Q. And did Christi say, essentially, the same  
8 thing?

9 A. A variation.

10 Q. And how did those phone calls end?

11 A. I said, that's not my understanding. You should  
12 have Ed White explain it to you.

13 Q. And what did he say?

14 A. Nothing. And then I called Ed White and said, I  
15 don't think your client understands the conditions of  
16 this loan.

17 Q. And what did Mr. White say?

18 A. I don't recall exactly.

19 Q. Okay. Okay. We're done with that exhibit.

20 (Exhibit 69 marked.)

21 BY MR. KUMP:

22 Q. Exhibit 69 is a series of e-mails between you  
23 and Christi regarding a Dr. Kipper. Do you know who  
24 Dr. Kipper is?

25 A. Yes.



1 Q. And who is Dr. Kipper?

2 A. He's an internist who also has worked in helping  
3 people detox and rehab outpatient.

4 Q. And was there discussions underway in this  
5 period, November of 2013, about Johnny potentially  
6 hiring Dr. Kipper?

7 A. Yes.

8 Q. Okay. And this is you having an e-mail exchange  
9 with Christi about that possibility; correct?

10 A. Yes.

11 Q. And you wrote up above, you said, "Internist and  
12 drug specialist. He has helped a lot of people get  
13 sober."

14 Do you see that?

15 A. Yes.

16 Q. And do you know if -- if Mr. Depp did, in fact,  
17 hire Dr. Kipper?

18 A. Yes.

19 Q. He did?

20 A. Yes.

21 Q. Okay. And do you know for what period of time  
22 Dr. Kipper worked with Mr. Depp?

23 A. I'm not exactly sure.

24 Q. Okay. From -- from your firsthand personal  
25 experience, did Dr. Kipper help Mr. Depp with sobriety?

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

3 THE WITNESS: I'm not sure.

4 BY MR. KUMP:

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

9 A. Yes.

10 Q. Okay.

11 (Exhibit 70 marked.)

12 BY MR. KUMP:

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

19 A. Yes.

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

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

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

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

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

9 MR. FREEDMAN: If you know.

10 THE WITNESS: Yes.

11 MR. KUMP: Okay.

12 BY MR. KUMP:

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

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

19 Q. Other people commented on this to you?

20 A. Yes.

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

23 A. No.

24 Q. Why is that?

25 A. I think the answer is somewhat obvious.

1 Q. Yes, okay.

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

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

7 A. Yes.

8 Q. And what did he say?

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

12 (Exhibit 71 marked.)

13 BY MR. KUMP:

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

18 And who is Sean Bailey?

19 A. The president of Disney.

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

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

1 A. Yes.

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

4 A. Yes.

5 Q. Concerned?

6 A. Yes.

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

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

11 BY MR. KUMP:

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

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

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

20 And who is Sam Dickerman?

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

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

24 A. Yes.

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

1 Australia at that time; is that correct?

2 A. Yes.

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

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

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

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

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

11 A. Yes.

12 Q. And were you able to?

13 A. No.

14 Q. Did you talk to Christi about it?

15 A. Yes.

16 Q. And what did you tell her?

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

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

21 A. I don't know.

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

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

25 (Exhibit 72 marked.)

1 BY MR. KUMP:

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

7 Do you see that?

8 A. Yes.

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

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

16 Do you see that?

17 A. Yes.

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

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

24 THE WITNESS: What's the question?

25 ///

1 BY MR. KUMP:

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

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

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

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

17 MR. FREEDMAN: You can answer.

18 THE WITNESS: Yes.

19 BY MR. KUMP:

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

22 A. Yes.

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

24 A. P5.

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



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

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

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

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

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

22 Q. And that shut down the whole production?

23 A. Yes.

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

1 week?

2 A. Millions and millions of dollars.

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

5 A. Yes.

6 Q. And what was your response?

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

13 Q. And what did he say?

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

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

18 A. Yes.

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

21 A. Yes.

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

23 A. Yes.

24 Q. But eventually, it got done?

25 A. Yes.

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

4 A. Yes.

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

6 A. Occasionally.

7 Q. Okay. And what would he say?

8 A. Not much.

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

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

14 MR. FREEDMAN: You can answer.

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

20 BY MR. KUMP:

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

23 A. Yes.

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

1 your mind?

2 A. Yes.

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

5 THE WITNESS: Yes.

6 (Exhibit 73 marked.)

7 BY MR. KUMP:

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

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

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

13 A. The director of Black Mass.

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

18 Do you see that?

19 A. Yes.

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

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

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

1 A. Yes -- sorry.

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

4 A. Yes.

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

7 A. Yes.

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

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

14 BY MR. KUMP:

15 Q. Do you know?

16 A. I don't know.

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

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

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

1 A. Yes.

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

4 A. Can you rephrase the question?

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

9 A. Yes.

10 Q. And what is that?

11 A. Relates to his daughter.

12 Q. His daughter, Lily-Rose?

13 A. Yes.

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

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

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

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

1 THE WITNESS: I don't know.

2 BY MR. KUMP:

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

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

8 MR. FREEDMAN: You can answer.

9 THE WITNESS: Yes.

10 BY MR. KUMP:

11 Q. And what is your knowledge based upon?

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

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

21 A. I don't know.

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

25 (Exhibit 74 marked.)

1 BY MR. KUMP:

2 Q. Okay. Ms. Jacobs, if you see, in the right-hand  
3 corner, you see a little number that says UTA, and then  
4 some numbers after that?

5 A. Yes.

6 Q. That means that these are documents that UTA had  
7 produced to us. So these come from UTA?

8 A. Yes.

9 Q. Okay. So this is a set of text messages that  
10 begin in September of 2016, and go to -- well, really,  
11 go to the time that you were terminated. And so I just  
12 want to take you through a couple of these and ask you  
13 some questions. Excuse me. The very first page, Page  
14 157, it starts off with a text between you and Ed White.  
15 You said, "Ed, do you have any idea when Johnny is  
16 coming back to LA? No one seems to know. Thanks,  
17 Tracey."

18 Do you see that?

19 A. Yes.

20 Q. After Mr. Ed White replaced the Mandels as the  
21 business manager, did you continue to -- was it a  
22 continuing problem getting in contact and communicating  
23 with Mr. Depp?

24 A. Yes.

25 Q. And Mr. Ed White writes back to you, "He texted



1 me yesterday and indicated he was uncertain when he  
2 would return to Los Angeles. My guess is he will be  
3 home next week; however, it's only a guess."

4 Do you see that?

5 A. Yes.

6 Q. And did -- if you turn to the next page, at the  
7 very top, you said, "Is he still in Spain? It doesn't  
8 seem he wants to come back to LA."

9 And Mr. White responds, "I would suggest you do  
10 not ask for a call. Instead ask for a response. He  
11 accepted the role. The only issue is the financial  
12 terms."

13 And this was in connection with the movie  
14 Labyrinth?

15 A. Yes.

16 Q. Okay. Was that a movie that was made by his  
17 production company?

18 A. No.

19 Q. What studio made that?

20 A. It was done independently.

21 Q. Okay. And do you know what his salary was for  
22 that?

23 A. The original salary I negotiated was \$8 million,  
24 plus the back-end for six consecutive weeks. And it  
25 turns out the estimates they had made to sell it -- to

1 presell it were too high, and they could only afford to  
2 pay him \$6 million for six consecutive weeks. That's  
3 why I was trying to reach him.

4 Q. To give him that information?

5 A. Yes.

6 Q. Okay. And a couple of texts down from that, you  
7 write, "He texted me back. He doesn't want to reduce  
8 his fee, which means the film goes away."

9 Do you see that?

10 A. Yes.

11 Q. Okay. Were you -- did you have that  
12 conversation with him?

13 A. With who?

14 Q. With Johnny.

15 A. He would never respond to my texts.

16 Q. Okay. And eventually, did he agree to a lower  
17 fee?

18 A. Well, I think if you go through these texts,  
19 you'll see what he does.

20 Q. Okay, all right, we will do that. Ed White  
21 writes, then, on September 3, goes, "The following is a  
22 text I received today from Fahar. If you have any  
23 thoughts, please contact me." And then it says, "JD met  
24 the uncles of the prince. I will call you Monday and  
25 brief you. We are now leaving UK back to Spain, as we

1 came here for 24 hours. The prince got him a jet to go  
2 finish Sherlock role. Best, Fahar."

3 Do you know who the prince is that he's  
4 referring to?

5 A. The prince of Saudi Arabia. I don't know his  
6 name.

7 Q. And what was the Sherlock role?

8 A. He did a voiceover for Elton John and David  
9 Furnish for which he got paid -- well, you didn't ask  
10 me, so...

11 Q. How much did he get paid?

12 A. \$250,000.

13 Q. So was it, like, a gratuity?

14 A. Basically.

15 Q. You responded, you said, "I don't know what that  
16 means. Are they giving him money? I don't understand  
17 what Fahar does."

18 This was before you had met with him?

19 A. No, after.

20 Q. Okay. So you were still saying, "I don't know  
21 what he does"?

22 A. Yes, correct.

23 Q. Okay, I understand. And then Ed White is asking  
24 you about the Sherlock role. And you said, your office  
25 has all the information.

1 Do you see that?

2 A. Yes.

3 Q. On the next page you write to him and you said  
4 -- this is to Ed White -- "We sent you an invoice when  
5 you first started with Johnny. He was supposed to  
6 finish months ago, although we are going to invoice them  
7 for payment on Tuesday."

8 And you said, "So what is Fahar giving him other  
9 than the planes and trip to Spain with the prince?" And  
10 White said, "Nothing to date."

11 Do you see that?

12 A. Yes.

13 Q. And is it your understanding that that was the  
14 sum total of what Fahar got him, was nothing?

15 A. Yes.

16 Q. And you wrote, and you said, "The prince likes  
17 movie stars. He has a history of other actors" --  
18 excuse me -- "he has a history with other actors.  
19 Pretty sure nothing has ever come out of it."

20 And that, as you said, is what happened here;  
21 correct?

22 A. Yes.

23 Q. You said, "By the way, Johnny won't do that  
24 movie for six million. Which means it's not going to  
25 happen, which I told him. They can't try and put

1 financing together now."

2 Do you see that?

3 A. Yes.

4 Q. And then Ed White sends you a couple of pictures  
5 of Johnny, and says, "Current photos of Johnny from  
6 Fahar. He looks healthier and rested. Maybe Spain was  
7 the perfect hiatus." To which you say, "I hope so."

8 If you go to Page 161 -- again, at the top of  
9 your text -- you know, "He texted me this morning he  
10 would call me, but never did. I also left word for him  
11 twice."

12 Do you see that?

13 A. Yes.

14 Q. And, again, was that pretty typical of your  
15 attempts to try to get ahold of him?

16 A. Yes.

17 Q. You were constantly texting him, making calls --

18 A. It wasn't just texting him. It was calling  
19 everyone in his orbit and no one helped me.

20 Q. Including Christi?

21 A. Correct.

22 Q. Ed White?

23 A. Correct.

24 Q. Nobody could get ahold of him?

25 A. No, I didn't say that. I said they didn't help

'1 me.

2 Q. Okay. Do you know if they were able to get in  
3 touch with him?

4 A. I don't.

5 Q. But they weren't able to help you get in touch  
6 with him?

7 A. Correct.

8 Q. Okay. On September 19th, again, you're saying,  
9 "Need to close the deal at Fox."

10 Is that for LAabyrinth?

11 A. No, that was for Murder on the Orient Express.

12 Q. Okay. "Johnny isn't texting me back. I  
13 e-mailed him yesterday about the specifics of back-end.  
14 Can you please text him to get back to me today?"

15 Then you write later, "He texted me back saying  
16 he would accept back" -- excuse me, "back-end, but I am  
17 going back one more time to see if I can do better."

18 Ed White says, "Great, keep me posted."

19 Then you -- now, it goes from September 19th to  
20 October 6th, so two or three weeks. "Ed, I need to  
21 speak with you, please call me."

22 So do you think you heard from Johnny at all  
23 during that period of time?

24 A. No.

25 Q. If you go to the next page, 162, on October 7th,

1 you texted to Ed White and you said, "We have a Johnny  
2 issue. He sent me a very angry text about money. I  
3 don't want to text about this. Please call me when you  
4 can, thanks."

5 And by the way, there's another set of text  
6 messages that we'll get to. Do you remember what this  
7 specific text was that you're referring to?

8 A. Yes.

9 Q. What was it that he said?

10 A. Fantastic Beasts advance.

11 Q. He wanted an advance?

12 A. I got him an advance, which I testified to  
13 earlier, and then he didn't want to pay commission on  
14 it.

15 Q. He didn't want to pay UTA a commission on it?

16 A. There's a text specifically about it. He didn't  
17 want to pay us, period.

18 Q. Right, okay. Yes, and then you said, "Johnny  
19 made it clear to me he didn't want to pay commissions.  
20 I'd like to discuss, thanks." Then if you go down to  
21 the longer text you said, "I wold say very little to  
22 Johnny until he is back in LA. I don't think it helps.  
23 Hard to convey in text. Best way to handle is what you  
24 suggested, a meeting with you, Johnny, Jim, and I. I  
25 have been with him for 30 years, and I'm sure we can

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

3 Do you see that?

4 A. Yes.

5 Q. Did that meeting ever take place?

6 A. No.

7 Q. Did you try to make it happen?

8 A. Yes.

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

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

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

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

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

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

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

24 A. Yes.

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



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

6 And ADR work is what?

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

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

11 A. Of course, yes.

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

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

18 A. I thought it was bullshit.

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

24 Again, you got no response; correct?

25 A. Correct.

1 Q. And if you can turn to the next page. Again, at  
2 the top -- now we're at October 19th. You say, "Just to  
3 let you know, I texted Johnny all the details and told  
4 him we made a decision" -- we need a decision  
5 immediately or the film goes" -- "November goes away.  
6 They are three weeks away from starting. It would have"  
7 -- "it would be helpful if you reached out to Johnny,  
8 too. We are in a time crunch."

9 Ed White goes, "Please continue to pursue JD and  
10 request a response by a specific date and time."

11 Again, your same reaction to that e-mail as  
12 previously stated?

13 A. Yes.

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

15 BY MR. KUMP:

16 Q. And then October 20th, you write, "Just to let  
17 you know, his November movie is about to fall apart. No  
18 one can reach him. And if it doesn't close today, the  
19 financing falls apart. Giving you the heads up."

20 Ed White: "I sent a follow-up text to JD and  
21 requested he contact you." And then at the bottom, you  
22 said, "I am now out" -- because you were in a meeting.  
23 "Christi has all the details. I put her" -- "put her in  
24 writing with him yesterday."

25 Ed White: "Apparently Johnny asked for the

1 producer's number. Did you supply the number to him?"  
2 You said, "I gave it to him three times, and he just  
3 kept asking for it. I don't understand."

4 Ed White: "Send it again." Ed White: "Send it  
5 to me and I will send it to him."

6 You said, "He has it. He says he does not" -- I  
7 mean, this was going on, back and forth, back and forth,  
8 and you had sent it to him how many times at this point  
9 in time?

10 A. Three times, and he kept screaming at me in the  
11 text, which you should have a copy of; I supplied it.

12 Q. Okay. And then again, at the bottom, Ed White  
13 says, "No, according to him, I will send it to him now."  
14 On the next page, 166, you write in the middle text, "I  
15 don't know what is going on here. He was texting me  
16 from same number earlier. Again, there's supposed to be  
17 some sort of mixup on the numbers."

18 If you go over to Page 168 --

19 A. You're skipping --

20 Q. Oh, I'm sorry -- no, no, you're right.

21 A. Here's the evidence.

22 Q. On Page 166 -- on the next Page 167, you  
23 basically cut and pasted your various -- your text  
24 messages --

25 A. Three in a row within four minutes' time.

1 Q. Right. "Ed, did you receive the text messages I  
2 sent?" "Yes." "And I sent Johnny the telephone  
3 numbers."

4 Then -- then the following day on Friday,  
5 October 21st, you said, "Johnny has never called me. We  
6 have no idea what he wants to do. By end of today, I  
7 think the movie will be over unless he wants to make the  
8 deal today for six million."

9 And you go on from there, "Ed, I would like to  
10 speak to you soon."

11 And then the third text, you say, "Ed, I just  
12 want" -- "I just want what is best for Johnny. I have  
13 always fought for him and been honest and direct. At  
14 the end of the day, that is what matters. And the  
15 results are there. He is more than welcome to speak to  
16 Jim Berkus, too. Have a nice weekend, Tracey."

17 Then you -- a few days later, you say, "How did  
18 the meeting with Johnny go? Can Jim and I set up the  
19 meeting we discussed?"

20 Ed White responds, "The meeting was financially  
21 oriented, and JD did not commit to any additional  
22 meetings. Please converse with JD."

23 And then the next day is your e-mail at the  
24 bottom. "I called you. Johnny fired me. He said you  
25 knew. It was very unpleasant and angry from him. We

1 will be speaking very soon."

2 Do you see that?

3 A. Yes.

4 Q. And Ed White responds, "Tracey, Johnny informed  
5 me on Monday during our meeting. You are welcome to  
6 call me tomorrow, respectfully."

7 Did you talk to Ed White after that?

8 A. Yes, and I found out this was true because of a  
9 later article I read in Vanity Fair where it described  
10 the meeting Ed and a group of people were having where  
11 it mentioned he was terminating us in the article.

12 Q. Okay. And again, I think you've previously  
13 testified about the phone call you had with Johnny in  
14 which he terminated you; correct?

15 A. Yes.

16 Q. Anything else to add to that?

17 A. No.

18 Q. Okay. The next set?

19 (Exhibit 75 marked.)

20 BY MR. KUMP:

21 Q. Ms. Jacobs, before I ask you about that, did you  
22 ever -- were you ever involved in an attempted  
23 intervention with Mr. Depp respect to his substance  
24 abuse?

25 A. Yes.

1 Q. And what role did you play in that?

2 A. As one of the four people that were going to do  
3 it. And we met with a doctor/interventionist at  
4 St. John's Hospital to learn what is required in an  
5 intervention, since we didn't have experience.

6 Q. And do you recall what year this was in?

7 A. I'd say it was approximately 25 years ago.

8 Q. Oh, okay. And who were the people who were  
9 going to be involved in the intervention?

10 A. Myself, Christi, his stepfather, his mother,  
11 some friends of his. There were about ten people.

12 Q. And did that intervention ever take place?

13 A. Yes.

14 Q. And what was the outcome of it?

15 A. It took place at my house, and the outcome was  
16 he left yelling and saying, I'm not going to rehab. And  
17 he didn't.

18 Q. Okay. If you could look at exhibit -- what is  
19 it?

20 MS. MACLSAAC: 75.

21 MR. KUMP: -- that has been handed to you.

22 BY MR. KUMP:

23 Q. These are additional text messages you gave.

24 These are -- some of these are actually earlier in the  
25 time than what we just looked at. I apologize for doing

1 that out of order. These are text messages with someone  
2 named Jacques Hughes.

3 Is that Mr. Depp?

4 A. Yes.

5 Q. So on the first page, 171, you were trying to  
6 send him a script, it looks like, for the movie  
7 Labyrinth?

8 A. Yes.

9 Q. Okay. And if you go over to the next page, Page  
10 172, near the bottom, you say, "I set a meeting for you  
11 on Labyrinth. I've told you we need more money. We are  
12 working on that now."

13 And Mr. Depp writes, "There's no need for a  
14 meeting if there is no money. You know what I fucking  
15 need better than I do."

16 And you said, "I am working on getting you more.  
17 They know. I told them you would meet, and it helps me  
18 get you more. You can't know if you want to do it  
19 unless you meet the director. You said you would meet,  
20 and you should."

21 And then he said, "Give me the numbers, Tracey."  
22 And there's an exchange back and forth.

23 He says, "I'm calling you in a second."

24 And you write, "Johnny, I felt so bad after our  
25 conversation and I love you so very much. I want you to

1 know I'll never stop fighting for you. It will all be  
2 good again. I promise. Tracey."

3 And then he said, "It ain't looking good."

4 Do you recall what happened in that  
5 conversation, that phone conversation?

6 A. I think he was referring -- not exactly. But I  
7 -- not exactly, but I think -- I know what he was  
8 referring to.

9 Q. Well, you write to him, you know, "I felt so bad  
10 after our conversation." I take it that the  
11 conversation didn't go well, or...

12 A. I think he was talking about both his career and  
13 Amber.

14 Q. And saying that that --

15 A. Things were not going well on either front.

16 Q. I see, okay. And was he also talking to you  
17 about his financial situation in those calls?

18 A. Indirectly, yes.

19 Q. And he certainly understood at that point in  
20 time that he was in financial difficulty; correct?

21 A. Yes.

22 Q. Okay. If you go -- if you go to the bottom of  
23 Page 175, the last two text messages, you say, "I'm at  
24 home. You can reach me here or on Face Time, if you'd  
25 like. I got a call from the producer this morning



1 saying how excited Brad is. Let you know."

2 And then you said, "Just want you to know I'm  
3 texting you to follow up. Don't want to bother you, and  
4 I'm sure I am."

5 And Johnny writes back and he says, "I think  
6 there's decent work to be done, and he seems a good guy.  
7 If it can bring some truth to the tragedy of these  
8 ignorant murders, I'll try. Plus ain't no other offers,  
9 so I'll do it."

10 Do you see that?

11 A. Yes.

12 Q. And again, this is at a point in time in 2016 --  
13 this is July 2016, where you testified earlier that it's  
14 getting harder and harder for you to find roles for him;  
15 correct?

16 A. Yes.

17 Q. Okay. If you go to the bottom -- if you go to  
18 Page 177, at the bottom, you write, "Need to speak to  
19 you regarding schedule on movie. Brad told me he wants  
20 to hiatus for a couple of weeks for you to gain weight  
21 for the role. I made a deal for six consecutive weeks,  
22 but you may need time to get ready. Need to hear your  
23 thoughts."

24 And he writes, "I'm going to stand my ground. I  
25 will not sacrifice my health for a dim shot that pays me

1 peanuts and thinks that they are superior to raging bull  
2 on their deals and power and prosthetics and some belly  
3 and ass stuffing. Sorry. I've been doing this shit for  
4 a lot longer than him. I know how it works. Find more  
5 mom happy messages. Because, I need some space to do my  
6 job, they'll need more dough, or to shut their traps.  
7 Remember Scott Cooper."

8           And you wrote back and said, "The only reason I  
9 asked is because Brad said you discussed; that's fine."

10           And he writes, "I told him that I would bulk up  
11 on muscle and then we should do so M/U tests. When will  
12 the cunts trust me." And then he goes on from there.

13           Again, what was the "remember Scott Cooper"  
14 referring to?

15           A.       He was talking about Black Mass. And when he  
16 signed on, Scott wanted him to look closer to Whitey  
17 Bulger and not really look more like Johnny Depp  
18 himself. And Johnny wanted to play less prosthetics and  
19 more himself, and Johnny won the argument.

20           Q.       Okay. On Page 179, Johnny writes in the middle  
21 of the page, he said, "I am not changing what I fucking  
22 do for anybody. Would he or would anyone like to argue  
23 my choices? Find another goddamned film and tell him to  
24 keep making safe bullshit."

25           And then you wrote, "No one wants you to change

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

2 What is he referring to there?

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

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

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

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

10 A. I don't know.

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

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

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

20 A. Yes.

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

24 A. Yes.

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

1 of that?

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

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

10 A. Excuse me.

11 Q. -- bless you.

12 A. Shouldn't do the movie.

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

14 A. Yes.

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

16 A. Yes.

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

20 A. Yes.

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

23 BY MR. KUMP:

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

1 to six million for six weeks, as the budget has been too  
2 high to get the funds for financing."

3 That's -- is that -- is that Labyrinth, again,  
4 you're talking about?

5 A. Yes.

6 Q. And Johnny goes, "It doesn't seem to be" -- "it  
7 doesn't seem in my best interest to reduce my fee at  
8 this time. I'm sure you understand. What kind of film  
9 do they want? Something that will rattle folks, and  
10 that's the very beginning of your audience."

11 And, again, you indicated that, ultimately, he  
12 did do the movie for six million?

13 A. Yes.

14 Q. But did it take a long time to get there?

15 A. Yes.

16 Q. If you go to the bottom of Page 183. Excuse me,  
17 in the middle of 183, he writes, "I will be in Spain.  
18 Aside from dropping Lily-Rose, I will then finish up my  
19 ADR for Sherlock Holmes and come back to Spain  
20 afterwards."

21 Do you see that?

22 A. Yes.

23 Q. And at the very -- on the next page, on 184, he  
24 writes back to you --

25 A. I'm sorry?

1 Q. -- I'm sorry, I said -- so -- excuse me. On the  
2 -- as we go down from there, you also wrote to him that  
3 Warner's had a great test of Fantastic Beasts last night  
4 and Sue Krill -- I'm sorry, Sue Kroll said you are  
5 terrific.

6 Do you see that?

7 A. Yes.

8 Q. And who is she?

9 A. She was then president of distribution and  
10 marketing.

11 Q. Right.

12 A. At Warner's.

13 Q. And you said -- and Johnny said, she likes the  
14 character, and you said loves. She wants to talk to you  
15 directly. She said she texted and called. I told her  
16 you had been traveling. Warner is very happy. Also,  
17 Brett called me last night about his movie.

18 Do you see that?

19 A. Yes.

20 Q. And then at the bottom, the name is blocked out,  
21 but somebody called and asked how you were, and wanted  
22 to send you his best. And then on the -- and I don't  
23 know who that is. But on the next page, he writes,  
24 "Please tell them that I'm hanging in there. Much  
25 appreciation for his concern. Tell him that I said,

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

7 Do you see that?

8 A. Yes.

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

11 A. No.

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

13 A. No.

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

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

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

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

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

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

11 Q. To keep the production company alive?

12 A. Yes.

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

14 A. Can I take a break?

15 Q. Yeah.

16 A. Sorry.

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

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

21 (Off the record.)

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



1 BY MR. KUMP:

2 Q. Ms. Jacobs, we're looking at Exhibit 75 in front  
3 of you. If you could turn to Page 207.

4 And before this, has Mr. Depp ever told you that  
5 he had been diagnosed as bipolar?

6 A. No.

7 Q. Okay. Looking at Page 207, at the bottom, this  
8 is, again, early October of 2016. For example, on  
9 Saturday, October 1st, you write, say, "How are you?  
10 Will I see you soon?"

11 The next day, Sunday, October 2nd, you say  
12 "Great teaser trailer for P5. Looks great. Disney  
13 getting a great response."

14 And then turn to the next page, which is a few  
15 days -- oh, excuse me, I guess, four days later, and he  
16 writes to you, "Tracey, thank you for managing the  
17 request and acquisition of a \$5 million advance for  
18 Ferocious Beasts. It will go a long way to allow me to  
19 dig myself out of this agonizing quagmire. Though, to  
20 be honest, I'm somewhat taken aback that any commission  
21 would be charged by anyone at this particular point in  
22 my recent and agonizing struggles. As you, Jim, Jerry,  
23 and Jake know, I have been slipping on a greasy razor's  
24 edge. Myself, I would have expected that you would all  
25 have waived it, or, at least, wait for it. It's been an

1 extremely worrying year for me. I'm surprised it wasn't  
2 offered. I understand that business is business.  
3 However, when I have been buried underground, would you  
4 only dig up ten percent of the smothering dirt? X, J."

5 Do you recall receiving this text message?

6 A. Yes.

7 Q. What did you think when you received it?

8 A. I thought he didn't want to pay commission.

9 Q. Do you think he wrote that?

10 A. No.

11 Q. Okay. Any idea who did?

12 A. Yes.

13 Q. Who?

14 A. Ed White.

15 Q. All right. And you then wrote and said, "I  
16 don't want there to be any misunderstanding. Can we  
17 talk not over text?"

18 He writes back, "I don't know how my message  
19 gave you the idea that I misunderstand. Seemed pretty  
20 straightforward from my end."

21 Were you surprised at that response?

22 A. No.

23 Q. Okay. You say, "I don't know what was conveyed  
24 to you. I'd rather talk on the phone when you can."

25 And then he wrote, "I'll speak to you when I

1 can."

2 Do you recall if you spoke to him after this  
3 text message exchange with him before he terminated you?

4 A. No.

5 Q. Okay. And if you could turn to Page 211.  
6 There's a -- I'm sorry, at the bottom of Page 210, you  
7 say, "I think you were" -- "I think you are back. I'd  
8 love to see you. Did you get my text about Donna  
9 Langley?"

10 And then you said, "I need to speak to you re  
11 LAabyrinth. A money issue came up today that we need to  
12 discuss. This is an issue with the financing that came  
13 up this afternoon."

14 And you go on to say, "Hopefully, you can reach  
15 me by tomorrow so I can go through it with you."

16 And then he wrote back, "How much financing has  
17 been lost?" And it goes on from there.

18 You respond, and he writes, "Just tell me who I  
19 need to speak to, as I am sure that I can locate that in  
20 a very short period of time."

21 You responded, "The producer Miriam Segal. Can  
22 we speak?"

23 You then -- no response. You said, "I don't  
24 want to cut your fee. I said no. I'd like to give you  
25 details. I also don't want the movie to go down.

1 Christi said you were excited about this film. Can I  
2 see you Friday afternoon, early evening? I miss you and  
3 want to catch up. I'd also like to bring you the  
4 Frances Bean Cobain painting."

5 And then on October 20th, which is the next day,  
6 he writes, in capital letters, "Give me Miriam Segal's  
7 number. I need it now." And then there's -- there's a  
8 couple of text messages, I don't know what your response  
9 is.

10 A. They're the numbers.

11 Q. They're the numbers. And he writes, "Give me  
12 Miriam Segal's number," exclamation, exclamation,  
13 exclamation.

14 "I just sent you both numbers." Then you sent  
15 it again. "Got it. Do you have them?"

16 And he writes, "I need it now," exclamation.  
17 You write, "I sent it twice." "Look on your texts."  
18 Then probably the number again. "Did you get it?" You  
19 have it three times." "Got it?" "I sent Ed the" -- "I  
20 sent Ed the numbers." "Did you reach Miriam?" No  
21 response on that day, which was the 20th.

22 The next day, the 21st, you write, "Did you ever  
23 receive Donna Langley's text? She said she reached out  
24 to you and didn't hear back. This is about Invisible  
25 Man and Phantom. Hope P5 is great. I've heard it is.

1 Doug Brinkley called me today to see how you are doing."  
2 "I hope" -- and then over the weekend, on the following  
3 Monday, you say that, "I hope LAabyrinth works out. Hope  
4 you are well. Miss you."

5 Tuesday, October 25th, "I've been thinking about  
6 you a lot. We haven't seen each other for almost six  
7 months. I'd really like to see you. I'm back Thursday.  
8 Would it be possible this weekend? Please let me know."

9 And now you get a response that day, and this is  
10 the day -- is this the day before -- or two days before  
11 he terminated you?

12 A. Yes.

13 Q. He writes back, "Need to speak with you. I know  
14 you're in London. Let me know when it's a good time to  
15 call you."

16 You say, "Call me now if you'd like. And you  
17 give him a number, I assume?"

18 A. Yes.

19 Q. He says, "Gimme 20 minutes." "Okay." And then  
20 you write, "Isn't it early there?"

21 And he says, "Yeah, four a.m., call you in a  
22 bit."

23 You said, "Okay, I'm going to lunch soon."

24 Again, you're in London; correct?

25 A. Yes.

1 Q. "I'll have my phone out ready to speak to you.  
2 XX." "Whenever you're ready, I'll be there."

3 And he writes back, "Just hit me when your lunch  
4 is over, sweetheart, not a problem."

5 And then you write, "Are we okay?" "I can speak  
6 whenever."

7 And he said, "Just don't want to not interrupt a  
8 lunch."

9 "You are more important." Right? "Don't worry  
10 about that."

11 And he writes, "I'm in the studio."

12 You say, "This is way more important than any  
13 fucking lunch, XXX."

14 And he writes, "Just hit me when you're  
15 finished."

16 And you write and said, "I don't know if I'll  
17 survive." And you go on a few more texts. "I'll be in  
18 my room if you want to talk."

19 He said, "Are you in the room?" This is now  
20 several hours -- some number of hours later. "Hit me  
21 when you can talk."

22 You said, "I'm up." And then you send him a  
23 number of additional e-mails, but there's no response,  
24 and then we know you have a phone call with him.

25 I think you had testified earlier that he sent

1 you a number of text messages and you had a bad -- or  
2 you thought something was up. Are those the text  
3 messages we just referred to?

4 A. Yes.

5 MR. KUMP: Okay. I don't have -- I don't have  
6 any further questions.

7

8

EXAMINATION

9 BY MR. CHEW:

10 Q. Hi, Ms. Jacobs. My name is Ben Chew, and I  
11 represent Johnny Depp in the deposition. I just have a  
12 few questions for you. I appreciate your time this  
13 morning. I'm sorry, I had a problem with my cab driver  
14 this morning, but I'm very sorry about that.

15 MR. FREEDMAN: Does it make sense to switch  
16 seats?

17 MR. KUMP: He only has a couple of questions.

18 MR. CHEW: I just have a few.

19 THE VIDEOGRAPHER: I think it would be better.

20 MR. KUMP: Sure. That's fine.

21 THE VIDEOGRAPHER: Should we stay on the record  
22 while you switch?

23 MR. FREEDMAN: Yeah, that would be great.

24 MR. KUMP: Yes, yes.

25 ///

1 BY MR. CHEW:

2 Q. Good afternoon, Ms. Jacobs. Are you an  
3 attorney?

4 A. No.

5 Q. Did you or UTA ever provide any legal services  
6 to Johnny Depp?

7 A. No.

8 Q. That wasn't part of the engagement for which UTA  
9 received ten percent of \$650 million?

10 A. Correct.

11 Q. Are you a CPA?

12 A. No.

13 Q. Did you or UTA provide any accounting services  
14 to Mr. Depp?

15 A. No.

16 Q. Did you or UTA prepare any financial statements  
17 for Mr. Depp or his companies?

18 A. No.

19 Q. Did you or UTA prepare any tax returns for  
20 Mr. Depp or any of his companies?

21 A. No.

22 Q. Were you or UTA responsible for filing any of  
23 his tax returns?

24 A. No.

25 Q. I'm going to ask you a series -- short series of



1 yes-or-no questions.

2 You were not present when Mr. Depp's finger was  
3 injured; correct?

4 A. Yes -- correct.

5 Q. Correct, you were not present when it was  
6 injured?

7 A. Correct.

8 Q. And Mr. Depp never hit you or was physically  
9 violent in your presence; correct?

10 A. Correct.

11 Q. And you never witnessed Mr. Depp hit anyone else  
12 in your presence; correct?

13 A. Correct.

14 Q. What was the total amount -- and I think I can  
15 do the math -- but what was the total amount that UTA  
16 received for its work over the years for Mr. Depp?

17 MR. FREEDMAN: Objection, calls for speculation.  
18 You can answer if you know what UTA received.

19 THE WITNESS: Ten percent of whatever it was he  
20 made.

21 BY MR. CHEW:

22 Q. And I believe you testified it was --

23 A. Approximately \$650 million.

24 Q. So you would surmise it was approximately \$65  
25 million?

1 A. Correct.

2 Q. Isn't it also true that Mr. Depp would buy you  
3 gifts at holiday time?

4 A. Some holidays, yes.

5 Q. And you would often request -- suggest it to him  
6 the kind of gift -- or the particular gift that you  
7 wanted; correct?

8 A. Correct.

9 Q. Would he accede to your requests?

10 A. Sometimes.

11 Q. What were some of the things that he bought you  
12 around the holidays?

13 A. Pens, a bracelet.

14 Q. Were these expensive gifts?

15 A. I don't know. It depends what you call  
16 expensive.

17 Q. Were some of them more than \$5,000?

18 A. Yes.

19 Q. Were some of them more than \$10,000?

20 A. Yes.

21 Q. Would you say that Mr. Depp was generous to you?

22 A. Yes.

23 Q. And you did not -- I think -- I believe it's  
24 fair to say you testified you did not like the way  
25 Mr. Depp dismissed you; correct?

1 MR. FREEDMAN: Objection, misstates the  
2 testimony. You can answer.

3 THE WITNESS: Yes.

4 BY MR. CHEW:

5 Q. You thought you deserved more after all those  
6 years of service; true?

7 MR. FREEDMAN: Objection, misstates the  
8 testimony. You can answer.

9 THE WITNESS: Is this a one-word answer to this?

10 MR. CHEW: It's a yes or no.

11 THE WITNESS: Yes.

12 BY MR. CHEW:

13 Q. And you were angry with him at the time; true?

14 A. No.

15 Q. You weren't angry when he dismissed you?

16 A. No.

17 Q. You referred to an interview that Mr. Depp had  
18 with Child Protective Services; correct?

19 A. Yes.

20 Q. You were not present during that interview, were  
21 you?

22 A. No.

23 Q. I have -- if we could go off the record for just  
24 a second?

25 THE VIDEOGRAPHER: The time on the monitor is

1 3:43. We are going off the record. This is media  
2 number three, and we are off the record.

3 (Off the record.)

4 THE VIDEOGRAPHER: We are back on the record at  
5 3:44. This is media number four. Please continue.

6 BY MR. CHEW:

7 Q. Ms. Jacobs, Mr. Kump asked you about a document,  
8 a series of text messages. If you could look at Exhibit  
9 75.

10 A. Yes.

11 Q. And specifically, if you could turn to UTA  
12 number 000208.

13 A. Yes.

14 Q. And there's a series of texts from Jacques  
15 Hughes, who I believe you previously identified was  
16 Mr. Depp.

17 A. Yes.

18 Q. And maybe I misunderstood your testimony, but is  
19 it your understanding that this came from Ed White?

20 A. That's not what I said.

21 Q. Okay. So your understanding is that this did  
22 come from Mr. Depp; true?

23 A. Yes.

24 MR. CHEW: Thank you. That's all I have.

25 THE WITNESS: Okay.

1 MR. KUMP: Thank you. We'll have a stipulation

2 --

3 MS. SOOKASIAN: I have maybe ten minutes of  
4 questioning, if that's okay.

5 THE WITNESS: Who are you representing? I'm  
6 sorry.

7 MS. SOOKASIAN: One second. Let me put a mic  
8 on.

9

10 EXAMINATION

11 BY MS. SOOKASIAN:

12 Q. Hi, Ms. Jacobs. My name is Alina Sookasian. I  
13 mentioned earlier, I represent cross-defendants Bruce  
14 Witkin, Sal Jenco, William Rassel and James Russo, and  
15 also Unison Music. Let me ask you this as my first  
16 question. Are you familiar with the four individuals I  
17 named, and the entity?

18 A. Familiar with the four individuals; know a  
19 little about the entity.

20 Q. Okay. So I'm going to ask you about the four  
21 individuals, kind of clumped together. If I feel that I  
22 need to separate them later, I will, but I think we can  
23 probably -- it will be easier to talk about them all at  
24 once.

25 A. Okay.

1 Q. So when I say the four individuals, you  
2 understand I'm talking about Bruce Witkin, Sal Jenco,  
3 James Russo and William Rassel, correct?

4 A. Uh-huh.

5 Q. Is that a "yes"?

6 A. Yes, sorry.

7 Q. So what is your understanding based on the  
8 relationship you had with Mr. Depp of his relationship  
9 with these four individuals?

10 MR. FREEDMAN: Objection, vague. You can answer  
11 if you understand.

12 THE WITNESS: I don't understand the question.

13 MS. SOOKASIAN: Sure, I'll rephrase the  
14 question. It's been a long day.

15 BY MS. SOOKASIAN:

16 Q. Was it your understanding that Mr. Depp was  
17 friends with these individuals?

18 A. Yes.

19 Q. Okay. Was it also your understanding that  
20 William Rassel is Johnny Depp's nephew?

21 A. Yes.

22 Q. Do you know how long these individuals have been  
23 friends with or have known Mr. Depp?

24 A. A long time, but not exactly.

25 Q. Can you give me a rough estimate?

1 A. No.

2 Q. Okay. Is there any way -- I mean -- let's take  
3 it back. So do you know whether or not they have known  
4 Mr. Depp for at least five years?

5 A. Yes.

6 Q. At least ten years?

7 A. Yes.

8 Q. At least 15 years?

9 A. I believe so.

10 Q. So you'd say approximately 15 years, that's your  
11 best estimate?

12 A. Maybe more.

13 Q. Okay. Based on your interaction with Mr. Depp,  
14 your conversations with him over the period of time that  
15 you worked with him, was it your understanding that he  
16 had a close relationship with these four individuals?

17 A. Yes.

18 Q. Can you tell me a little bit more about that?  
19 Can you just elaborate as far as what your understanding  
20 was about the relationship he had with them?

21 A. Well, they're each different. Sal Jenco was his  
22 best friend who ran the Viper; Bruce Witkin was his  
23 friend who he did music with; I don't know what he did  
24 with his nephew. I believe that's Debbie's son. And  
25 James Russo was an actor who he had known for a long

1 time.

2 Q. And when you talked -- when you mentioned Bruce  
3 Witkin, you said he did music with him. You're talking  
4 about the Vampires; correct?

5 A. No.

6 Q. Can you tell me what -- what band or what kind  
7 of music --

8 A. I -- I don't know. He was always at the house,  
9 and they were always recording music with different  
10 musicians.

11 Q. Did Mr. Depp ever have any conversations with  
12 you about financial struggles that these four  
13 individuals were having at any point in time?

14 A. Yes.

15 Q. Can you tell me a little bit more about those  
16 conversations? And if it's easier to talk about them  
17 one at a time, that's totally fine.

18 A. Well, there's only two I can respond to.

19 Q. Okay. Who's the first one?

20 A. Sal Jenco, who I think he knew the longest.

21 Q. And what did Johnny tell you about Sal Jenco's  
22 financial situation?

23 A. We haven't spoken about it in years, but when he  
24 spoke to me, he was always broke.

25 Q. And when you say he spoke to you --



1 A. Johnny.

2 Q. Okay. You're referring to Mr. Depp. So when  
3 Mr. Depp spoke to you about Sal Jenco, the conversation  
4 was always about how Mr. Jenco was broke; is that  
5 correct?

6 A. Correct.

7 Q. Is there anything else that was said other than  
8 the fact that Mr. Jenco was broke?

9 A. Yes.

10 Q. And what was that?

11 A. That he thought that he had basically stolen  
12 from him at the Viper Room.

13 Q. That Mr. Jenco had -- that Mr. Depp thought  
14 Mr. Jenco had stolen from him from the Viper Room?

15 A. Yes.

16 Q. Okay. And did he go into any further detail  
17 about that conversation?

18 A. No.

19 Q. So is that -- does that cover everything that  
20 Mr. Depp spoke with you as it -- spoke with you about as  
21 it relates to Mr. Jenco and Mr. Jenco's financial  
22 situation?

23 A. He was in his life for years, and then he was  
24 gone, so we haven't spoken about it in years.

25 Q. At the time that you were representing Mr. Depp

1 -- so the entire time that you were in communication  
2 with Mr. Depp, is there anything that -- anything else  
3 Mr. Depp told you about as it relates to Mr. Jenco or  
4 Mr. Jenco's financial situation that you haven't already  
5 mentioned?

6 A. No.

7 Q. Okay. Did Mr. Depp at any point in time ask you  
8 advice about helping Mr. Jenco in his financial  
9 situation?

10 A. No.

11 Q. Did you ever give Mr. Depp advice about whether  
12 or not he should help Mr. Jenco and the financial  
13 situation he was in?

14 A. No.

15 Q. Did -- did Mr. Depp ever ultimately tell you  
16 that he did end up helping Mr. Jenco?

17 A. No.

18 Q. So your -- is it true that you're not aware of  
19 any payments that Johnny made -- that Mr. Depp may have  
20 given to Mr. Jenco at the time?

21 A. Yes.

22 Q. That's correct?

23 A. Yes, correct.

24 Q. Okay. And who was the next person?

25 A. Did I say Bruce Witkin or James Russo?

1 Q. I don't know.

2 MR. FREEDMAN: I think you said there were two  
3 people that you knew you had knowledge about their  
4 financial condition that Johnny spoke about.

5 THE WITNESS: James Russo.

6 BY MS. SOOKASIAN:

7 Q. And what did Mr. Depp tell you about Mr. Russo?

8 A. That he was an actor. I knew that already. And  
9 I would be constantly asked to get him jobs in movies  
10 Johnny was in.

11 Q. Was it your understanding at the time that you  
12 needed to get Mr. Russo jobs because he was not  
13 financially stable?

14 A. And because he was Johnny's friend.

15 Q. Okay. Did Mr. Depp ever go into any details  
16 about Mr. Russo's financial condition at the time?

17 A. No.

18 Q. So all he told you was that Mr. Russo was having  
19 financial issues; correct?

20 A. Correct.

21 Q. And then he asked you to help him find a job;  
22 correct?

23 A. Yes.

24 Q. Okay. Did Mr. Depp tell you anything else about  
25 Mr. Russo, his financial situation, or anything related

1 to that?

2 A. No.

3 Q. Did -- I'm going to ask you the same questions I  
4 asked about Mr. Jenco. Did Mr. Depp ever ask you to  
5 give him advice about whether or not he should help  
6 Mr. Russo financially?

7 A. No.

8 Q. Did you ever give Mr. Depp advice about helping  
9 Mr. Russo -- Mr. Russo financially?

10 A. No.

11 Q. Did you ever become aware of the fact that  
12 Mr. Depp ultimately did provide financial assistance to  
13 Mr. Russo?

14 A. Nope.

15 Q. Okay. Earlier, you testified that Mr. Depp was  
16 generous to you. And that was in the context of -- I  
17 believe Mr. Chew was asking you about gifts that  
18 Mr. Depp bought for you on certain occasions.

19 Do you remember those questions?

20 A. Yes.

21 Q. Okay. Do you remember testifying that Mr. Depp  
22 was generous to you?

23 A. Yes.

24 Q. Okay. Was Mr. Depp -- I'm going to try to ask  
25 this in a way that it's not vague. Based on what you

1 know about him, and based on, you know, the interactions  
2 and conversations you had with him at the time that you  
3 represented him, would you characterize Mr. Depp as  
4 generous to others, not only to you?

5 A. Extremely.

6 Q. Okay. Can you elaborate a little more?

7 A. I just always knew that he was always helping  
8 his family, his sister -- his sisters, Debbie, Christi,  
9 his mother, his friends, and pretty much other people  
10 you didn't mention who would show up and want money, and  
11 he always helped them. He was exceedingly generous.

12 MS. SOOKASIAN: Okay. Okay, thank you,  
13 Ms. Jacobs. I have no further questions.

14 MR. KUMP: Thank you. Okay. We're going to put  
15 in a stipulation on the record.

16 The court reporter's relieved of her obligation  
17 with respect to the transcript. If you can provide the  
18 original transcript to Bryan Freedman's office, and they  
19 can then provide it to Tracey -- excuse me, to Tracey  
20 Jacobs, and she can have 30 days from the date that she  
21 gets it to review it and make any corrections, and then  
22 provide them to our office. And she can sign it under  
23 penalty of perjury. Okay.

24 MR. FREEDMAN: Yep.

25 MR. KUMP: Thank you, everyone.

1 THE VIDEOGRAPHER: This concludes today's  
2 deposition of Tracey Jacobs. Today's deposition has  
3 used three pieces of media. We are going off the record  
4 at 3:55 p.m.

5 (Off the record.)

6  
7 (The proceedings adjourned at 3:55 p.m.)  
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1 State of California )

2 County of LOS ANGELES )

3

4 Deponent's Declaration

5

6

7

8

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

16

17 Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018, at  
18 \_\_\_\_\_, California.

19

20

21

22 \_\_\_\_\_  
TRACEY JACOBS

23

24

25

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

4 I, Kathy Mannlein, Certified Shorthand Reporter,  
5 do hereby certify:  
6 That prior to being examined, the witness in the  
7 foregoing proceeding was by me duly sworn to testify to  
8 the truth, the whole truth, and nothing but the truth;  
9 That said proceedings were taken before me at the  
10 time and place therein set forth and were taken down by  
11 me in shorthand and thereafter transcribed into  
12 typewriting under my direction and supervision;

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

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

18  
19 Dated: June [REDACTED]

20  
21  
22 Kathy Mannlein  
23 CSR No. 13153  
24  
25



# ATTACHMENT 6



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

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4 JOHN C. DEPP, II, SCARAMANGA )  
BROS., INC., A CALIFORNIA )  
5 CORPORATION; L.R.D. )  
PRODUCTIONS, INC., A CALIFORNIA)  
6 CORPORATION, INFINITUM NIHIL, A)  
CALIFORNIA CORPORATION, )

7  
8 PLAINTIFFS, )

9 vs. )

No. BC680066

10 BLOOM HERGOTT DIEMER ROSENTHAL )  
LAVIOLETTE FELDMAN SCHENKMAN & )  
GOODMAN, LLP, JACOB A. BLOOM )  
11 AND DOES 1-30, )

12 DEFENDANTS. )

13  
14 BLOOM HERGOTT DIEMER ROSENTHAL )  
LAVIOLETTE FELDMAN SCHENKMAN & )  
GOODMAN, LLP, )

15 CROSS-COMPLAINANTS, )

16 vs. )

17  
18 JOHN C. DEPP, II, SCARAMANGA )  
BROS., INC., A CALIFORNIA )  
CORPORATION; L.R.D. )  
19 PRODUCTIONS, INC., A CALIFORNIA)  
CORPORATION, INFINITUM NIHIL, A)  
20 CALIFORNIA CORPORATION, )

21 CROSS-DEFENDANTS. )

22  
23 VIDEOTAPED DEPOSITION OF TRACEY JACOBS  
24 MONDAY, MAY 13, 2019  
25

1 (CONTINUED FROM PREVIOUS PAGE) :

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VIDEOTAPED DEPOSITION OF TRACEY JACOBS

11

MONDAY, MAY 13, 2019

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REPORTED BY: D'ANNE MOUNGEY, CSR 7872

1 VIDEOTAPED DEPOSITION OF TRACEY JACOBS, TAKEN ON BEHALF OF  
2 PLAINTIFFS AT 1901 AVENUE OF THE STARS, SUITE 700,  
3 LOS ANGELES, CALIFORNIA, COMMENCING AT 2:07 P.M. ON  
4 MONDAY, MAY 13, 2019, BEFORE D'ANNE MOUNGEY, CSR 7872.  
5  
6

7 APPEARANCES OF COUNSEL:

8  
9 FOR THE PLAINTIFFS:

10 BROWN RUDNICK

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1 LOS ANGELES, CALIFORNIA

2 MONDAY, MAY 13, 2019; 2:07 P.M.

3  
4  
5 THE VIDEOGRAPHER: Good afternoon. We're  
6 on the record. The time on the screen is 2:07 p.m.  
7 Today's date is Monday, May 13, 2019. This is media  
8 1 for the videotaped deposition of Ms. Tracey Jacobs  
9 taken on behalf of counsel for the plaintiff in the  
10 action entitled "Johnny C. Depp, et al., versus  
11 Bloom Hergott, et al," filed in the Superior Court  
12 for the State of California for the County of Los  
13 Angeles. The case number is BC 680066.

14 This deposition is being held at Reed Smith  
15 law firm, located at 1901 Avenue of the Stars, Suite  
16 700, Los Angeles, California.

17 My name is Todd Rodriguez. I'm the  
18 videographer with Veritext Court Reporting. And our  
19 court reporter is D'Anne Moungey from Veritext Court  
20 Reporting.

21 If I may please have introductions for the  
22 record, beginning with counsel.

23 MR. CHEW: Ben Chew for plaintiffs.

24 MR. VASQUEZ: Camille Vasquez for  
25 plaintiffs.

1 MR. FREEDMAN: Bryan Freedman for the  
2 deponent.

3 MR. PETERSON: Kurt Peterson for the Bloom  
4 Hergott law firm and Jacob Bloom.

5 MR. WRENSHALL: Mathew Wrenshall for the  
6 Bloom Hergott law firm and Jacob Bloom.

7 MR. SINCLAIR: Michael Sinclair, United  
8 Talent Agency.

9 THE VIDEOGRAPHER: Thank you.

10 Ms. Court reporter, please swear in the  
11 witness.

12  
13 TRACEY JACOBS,  
14 having been first duly sworn by the reporter, was  
15 examined and testified as follows:

16  
17 EXAMINATION

18 BY MR. CHEW:

19 Q Good afternoon, Ms. Jacobs. Thank you for  
20 being here today. We'll try to make it as quick as  
21 possible.

22 As your very able counsel has told you, if  
23 you want to take a break at any time, just let us  
24 know. It's not our business to know why you want to  
25 take a break, just let us know, and we'll take a

1 break.

2 Do you recall having your deposition taken  
3 in the TMG case about a year ago on May 30th, 2019?

4 A Yes.

5 Q Did you review that transcript in  
6 preparation for this deposition?

7 A I looked at it. Briefly.

8 Q Are there any other depositions either from  
9 that case or from this case that you have reviewed  
10 in preparation for your deposition?

11 A No.

12 Q I'm not entitled to know what you and  
13 Mr. Freedman or counsel for Reed Smith may have  
14 discussed, but did you meet with counsel prior to  
15 this deposition?

16 A Briefly, once.

17 Q Again, without disclosing anything that you  
18 may have discussed, approximately how long did you  
19 meet with counsel?

20 A 30 minutes.

21 Q Was that Mr. Freedman?

22 A Yes.

23 Q Was anybody else present during the  
24 meeting?

25 A Yes.

1 Q Who else was present?

2 A The two of those gentlemen (indicating).

3 Q Did you look at any documents during the  
4 meeting?

5 A No.

6 Q In the course of reviewing your deposition  
7 transcript from the TMG case, did you notice  
8 anything that was wrong or did -- was it consistent  
9 with your recollection?

10 A It seemed to be.

11 Q Just to go through the timeline.

12 We talked about this briefly off the  
13 record. When did you start working with Johnny  
14 Depp?

15 A 32-and-a-half years ago. I'm bad at the  
16 backwards math. 1980- -- is it -7? Would that be  
17 correct to say?

18 Q I think that's right.

19 And at the time that -- at that time when  
20 you started working with Mr. Depp, what, if any,  
21 movies had he appeared in?

22 A He had appeared in "Platoon" in a small  
23 role. And I was at ICM then.

24 Q He had already appeared on "21 Jump  
25 Street"; correct?

1           A       He was -- when I signed him, he was in his  
2 second year of "Jump Street."

3           Q       Would it be fair to say that he was already  
4 a star at that point, or was he somewhat on the  
5 rise?

6           A       He was on the rise. He was not a star.

7           Q       Did you think you could help him get him to  
8 the next step?

9           A       Yes.

10          Q       Is that why you sought him out?

11          A       Yes.

12          Q       When you all -- strike that.  
13                   When he engaged you to be his talent agent,  
14 you were at ICM; correct?

15          A       Yes.

16          Q       Did you have a written contract with him?

17          A       No.

18          Q       It was all oral?

19          A       Yes.

20          Q       And it was 10 percent?

21          A       Yes.

22          Q       10 percent of what?

23          A       Front end and the back end.

24          Q       And there came a time when you left ICM and  
25 left to UTA; is that correct?

1 A Yes.

2 Q Was that in 1998 or 19- -- was that 1998  
3 or --

4 A I had been there for 20 -- almost 1  
5 years -- so, again, whatever the backwards math is.

6 Q And I --

7 THE WITNESS: Do you know, Michael?

8 MR. FREEDMAN: Just answer based on your  
9 recollection.

10 THE WITNESS: Okay. That's my  
11 recollection.

12 BY MR. CHEW:

13 Q Do you recall testifying that Mr. Depp had  
14 a breakout hit with "Edward Scissorhands"?

15 A Yes.

16 Q Was that his first big movie hit?

17 A Yes.

18 Q How did that come about?

19 A I put him in a movie called "Cry Baby"  
20 before that for Imagine Films and John Waters  
21 directed it. And I knew Tim Burton from his art  
22 school days, and it was sent to me, the script, for  
23 another client who didn't want to do it.

24 And when I read it, I saw only Johnny, and  
25 I sent it to him and he was angry that I sent it to

1 him because he said he would never get the role.

2 So I called both Tim Burton and Denise  
3 DiNovi, his then producer, to get a meeting for him,  
4 which they were first not interested in, but I was  
5 able to secure a meeting time and then he -- after  
6 the meeting, he wasn't offered it right away. There  
7 was a period of time where they were talking about a  
8 couple of people, but ultimately went to Johnny.

9 Q Is it fair to say that you basically pushed  
10 both sides to make that happen?

11 A Yes.

12 Q And what, if any, impact did that have on  
13 his career going forward?

14 A It made him a serious actor in a movie that  
15 was a hit.

16 Q And at that time when you were acting as  
17 his talent agent and making this happen, who, if  
18 anyone, was his entertainment lawyer?

19 A I believe at that time it was Peter Nichols  
20 and Stan Coleman.

21 Q What, if any, role did Mr. Coleman or  
22 Mr. Nichols have in getting Johnny the part?

23 A Lawyers don't generally involve themselves  
24 in getting the part. They are involved, at least  
25 with me, in getting on the phones at the very



1 beginning when the deal starts getting made. So  
2 they're involved from the moment the offer comes in  
3 and then to help me make the best deal I can.

4 Q And with respect to the deal on "Edward  
5 Scissorhands," who negotiated the deal points?

6 And by "deal points," I mean, the up-front  
7 salary and the back-end?

8 A The lawyers and myself.

9 Q Do you remember -- I know that's going  
10 back, is it 1990, approximately?

11 A It seems about right.

12 Q Do you remember, going back, the specifics  
13 of the negotiations of the front end and the back  
14 end in "Edward Scissorhands"?

15 A I don't understand the question. Sorry.

16 Q Well, do you remember who did what in terms  
17 of --

18 A We all did.

19 Q Did the studio come forward with a proposal  
20 or was the proposal originated on the Depp side?

21 A The studio or the financier always comes  
22 forward with the proposal first and then we respond.

23 Q That's true in all cases?

24 A As many as I can ever remember.

25 Q Who was Mr. Depp's manager, if anyone, at

1 that time?

2 A He didn't have one.

3 Q When did -- who was his first manager?

4 A He didn't ever have one.

5 Q What about business manager, did Mr. Depp  
6 have a --

7 A He was with someone named Alan Tivoli.

8 Q That was as of 1990?

9 A I can't recall the exact dates.

10 Q Did there come a time when Mr. Tivoli  
11 ceased to be Mr. Depp's business manager?

12 A Yes.

13 Q And when was that?

14 A I can't recall.

15 Q Was the next manager, TMG or Joel Mandel?

16 A Yes.

17 Q Was that approximately 1999 when he came on  
18 to the scene?

19 A That sounds about right.

20 Q What, if any, role did you play in the  
21 hiring of Joel Mandel?

22 A Absolutely none. Christi Dembrowski set  
23 Johnny up with Joel. That totally was done through  
24 her and I was told.

25 Q And did the engagement of TMG and

1 Mr. Mandel proceed the engagement of Mr. Jake Bloom  
2 as Mr. Depp's entertainment lawyer?

3 A Joel -- Jake, I believe, was with him for  
4 17 years. I don't recall how long Joel was.

5 Q For how long a period were Mr. Coleman and  
6 Mr. Nichols serving as Mr. Depp's entertainment  
7 lawyers?

8 A Several years. I don't recall how much  
9 exactly.

10 Q Did there come a time when they ceased to  
11 be engaged --

12 A Yes.

13 Q -- in that capacity?

14 What happened, if you know?

15 A Johnny didn't like Peter Nichols.

16 Q Who was Peter Nichols' successor?

17 A Jake Bloom.

18 Q What, if anything, do you know about the  
19 process by which Mr. Depp engaged Mr. Bloom, and  
20 Bloom Hergott?

21 A I introduced him to Jake. I had him meet  
22 two different law firms. Jake was one of them.

23 Q Who was the other?

24 A He met Jim Jackoway and Alan Werthheimer.

25 Q I believe you testified previously that you

1 thought Jake was a better fit with Johnny?

2 A Yes, that's correct.

3 Q And you were present at -- or strike that.

4 Were you present at a meeting with Christi  
5 Dembrowski and Johnny where Mr. Depp -- Mr. Bloom  
6 was engaged?

7 A Johnny was there. I don't recall if  
8 Christi was.

9 Q Was there any discussion of the financial  
10 arrangements?

11 A No.

12 Q Are you aware that Bloom Hergott --  
13 or strike that.

14 What, if anything, are you aware of  
15 concerning the financial arrangements between Bloom  
16 Hergott and Johnny Depp with respect to their  
17 serving as Johnny's entertainment counsel?

18 A I'm aware of the same thing that I  
19 experience with every entertainment lawyer, which is  
20 unless otherwise negotiated, it is understood that  
21 it's 5 percent, front and back.

22 Q Are you an attorney, Ms. Jacobs?

23 A No.

24 Q So you're not aware that there was ever any  
25 written agreement between Bloom Hergott and

1 Mr. Depp?

2 A No, I'm not.

3 Q What was your understanding, if any, of the  
4 scope of Bloom Hergott's duties as Mr. Depp's  
5 entertainment lawyer?

6 MR. FREEDMAN: Objection; calls for a legal  
7 conclusion.

8 You can answer.

9 THE WITNESS: I can?

10 MR. FREEDMAN: Yes.

11 THE WITNESS: Johnny is a very unique  
12 individual, so his needs for a lawyer far exceed any  
13 other client I've had.

14 So Jake needed to be involved, not just  
15 with the transactions in which he was involved, on  
16 every transaction from the beginning, as I'd like to  
17 say of conception, when he got a job offer and  
18 Johnny's needs were more complicated because we all  
19 spent so much time on everything for him.

20 BY MR. CHEW:

21 Q How much time did Mr. Bloom spend for  
22 Mr. Depp?

23 A I can't say. I just know a lot. And it  
24 wasn't just during working hours. On weekends,  
25 vacations, and anything else, because he always

1 needed and wanted something.

2 Q Was Mr. Bloom responsible for Johnny's  
3 litigation?

4 A Which litigation?

5 Q Any litigation.

6 A No, not that I'm aware of.

7 Q Does anybody at Bloom Hergott do  
8 litigation?

9 A Not that I'm aware of.

10 Q Was Bloom Hergott involved in any family  
11 law matters?

12 MR. FREEDMAN: Objection; vague and  
13 ambiguous.

14 You can answer.

15 THE WITNESS: Not that I'm aware of.

16 BY MR. CHEW:

17 Q What, if any, role did Mr. Bloom or Bloom  
18 Hergott play in Mr. Depp's divorce from Amber Heard?

19 A I have no idea.

20 Q Now, at the time Mr. Bloom -- Mr. Bloom was  
21 hired in about 1999; does that sound right?

22 A If it is 19 plus change years ago, that  
23 would be correct.

24 Q And at the time Mr. Bloom was engaged,  
25 Mr. Depp was already, by virtue of "Edward

1 Scissorhands," almost ten years before, a major  
2 star; correct?

3 MR. FREEDMAN: Objection; misstates the  
4 testimony.

5 You can answer.

6 MR. CHEW: Well, I'll withdraw the  
7 question. Your counsel's objection is well taken.

8 BY MR. CHEW:

9 Q As of the time --

10 MR. FREEDMAN: That's the first time you've  
11 ever said that to me. Mark the record on that.

12 BY MR. CHEW:

13 Q Was Mr. Depp already an established movie  
14 star at the time?

15 A On his way to being one, yes.

16 Q Well, "Edward Scissorhands" was in 1990;  
17 correct?

18 A Yes. But the first true gigantic stardom  
19 experience was with Jake Bloom, and that was  
20 "Pirates."

21 Q Let's talk about "Pirates."

22 That was in approximately June of 2003?

23 A I think that's -- I believe it's a little  
24 before that, but I don't know.

25 Q How much before?

1           A       I don't know. The first "Pirates" you can  
2 find out exactly. I don't want to be incorrect.

3           Q       Yeah. I think it came out in June 2003.

4           A       But it was made before that and negotiated  
5 well before that.

6           Q       Understood.

7                    So how did that come about?

8           A       Jim Berkus and I took Johnny Depp over for  
9 a meeting with then chairman Dick Cook to kind of  
10 have a go see and to discuss potential projects  
11 between Johnny Depp and Disney.

12                   And within minutes, he said to Johnny:  
13 What kind of movies would you like to do?

14                   And Johnny answered: I'd love to do a  
15 movie that my kiddies can see.

16                   And Dick Cook responded: I have something  
17 I'm trying to make called "Pirates of the  
18 Caribbean."

19                   And Johnny looked at him, and said: I'm  
20 in.

21           Q       Was Mr. Bloom at that meeting?

22           A       No.

23           Q       Mr. Bloom do anything to make that meeting  
24 happen?

25           A       No.



1 Q That was your initiative, wasn't it?

2 A No. It was Jim Berkus.

3 Q Weren't you the one who suggested it?

4 A Yes. But Jim actually set it up.

5 Q And it's fair to say that Mr. Berkus and  
6 you setting up the meeting with Dick Cook is what  
7 led to "Pirates 1"; correct?

8 A Well, that was just the beginning. As it  
9 turns out, it was a lot more complicated than that.  
10 It was an idea that came up in a room that Johnny  
11 responded very positively to and then the actual act  
12 of making a deal, which became something very  
13 different than what Dick Cook had suggested, took  
14 months to negotiate. It wasn't that simple,  
15 unfortunately.

16 Q I think you said at your last deposition  
17 that the meeting that you and Mr. Berkus set up,  
18 this is what led to it completely; is that right?

19 A The meeting definitely led to it, but it  
20 was a very complicated long transaction that was not  
21 just involving "Pirates."

22 Q What else did it involve?

23 A They wanted to make a two-picture deal with  
24 another movie. He and I did not want him to do  
25 and -- but we ended up making the deal because it

1 was the only way to get "Pirates." They reduced his  
2 salary and he almost didn't do it, and I talked him  
3 in to doing it because I said: What's the  
4 difference if you get 500,000 dollars less than you  
5 think you should if you believe that this movie is  
6 such a hit, it's not going to matter.

7 Q What was the other movie that was paired  
8 with "Pirates"?

9 A I can't remember the name of it, honestly.  
10 I would have to check. It was a movie that Jerry  
11 Bruckheimer was going to produce as well that they  
12 tacked on to the "Pirates'" deal.

13 Q And you were the one who convinced Johnny  
14 to do it; right?

15 A Yeah, because it was the only way to do  
16 "Pirates." But he backed out at the last minute  
17 because of the deal -- because of the reduction that  
18 they had given him. He felt he was being ripped off  
19 by Disney.

20 Q And then you talked him back into it?

21 A Yes.

22 Q What is Infinitum Nihil?

23 I'm probably mispronouncing it.

24 A Infinitum Nihil. I would say that's a good  
25 question. I couldn't tell you.

1 Q But with that said, you played a role in  
2 getting it financed; correct?

3 A For ten years, yes.

4 Q So tell us -- and, again, I'm throwing out  
5 a date, and please correct me.

6 Was Infinitum Nihil created in or about  
7 2004?

8 A Well, all I remember, as far as this is  
9 concerned, is that Johnny decided that he wanted to  
10 have a production company where he could make movies  
11 that no one in town wanted to make.

12 And I was able to talk Graham King who had  
13 independently financed people like Leonardo DiCaprio  
14 and others. I went with him and had drinks with him  
15 and then introduced him to Johnny and then he made  
16 an offer for three years of overhead, and then  
17 Johnny told me his sister, who had zero experience  
18 in any kind of company, was going to be president.

19 Q And how did you react to that?

20 A I didn't think it was a good idea.

21 Q What, if any, role did Jake Bloom play in  
22 setting it up?

23 A We made the deal together. The moment they  
24 had agreed that Johnny wanted to do this and Graham  
25 agreed to finance it, then Jake and I structured a

1 deal.

2 Q What, if any, opinion did Mr. Bloom express  
3 as to the wisdom of having Johnny's sister serve as  
4 president of Infinitum Nihil?

5 A I don't recall.

6 Q Did he share your opinion?

7 MR. FREEDMAN: Objection; vague.

8 BY MR. CHEW:

9 Q Did you ever talk about it with him?

10 A Probably.

11 Q But you don't recall any specifics?

12 A Huh-uh.

13 Q What -- in the order of magnitude, how much  
14 did Mr. King put up for overhead during those three  
15 or four years?

16 A I believe it was three years. I think  
17 roughly 2 1/2 million dollars guaranteed a year for  
18 overhead. That includes salaries, offices, and  
19 everything else.

20 Q What did Mr. King get out of it?

21 A "Rum Diary," which lost 50 million dollars.

22 Q What happened after those three years that  
23 Mr. King --

24 A He let the deal lapse.

25 Q Did you find an additional -- or a new

1 funder?

2 A Yes.

3 Q Who was the new funder?

4 A Warner Bros.

5 Q Who made that happen?

6 A Jake and I.

7 Q How did -- well, you found Graham King;

8 correct?

9 A Yes.

10 Q So who found Warner Bros.?

11 A Jake and I together.

12 Q How did that happen?

13 A Jake and I discussed Graham's relationship  
14 was, I believe, nonexclusive to Warners and it made  
15 sense to go to Warners since Johnny was going to do  
16 "Charlie and The Chocolate Factory," which ended up  
17 being a huge success. So we went to Warners and  
18 asked for an overhead deal and they agreed to it, so  
19 we had three years at Warners.

20 Q Do you recall specifically what Mr. Bloom  
21 did to make that happen?

22 A Yeah. He was on the calls I was with  
23 whomever we dealt with at the time. I don't recall  
24 exactly who that was, that was some time ago, and we  
25 made a deal together, every step of the way.

1 Q What about "Pirates," I understand what  
2 you've testified very clearly about you and  
3 Mr. Berkus having the meeting with Mr. Cook, but  
4 what specifically did Mr. Bloom do?

5 A In terms of what?

6 Q In terms -- just in terms of getting the  
7 deal done.

8 A He helped me at Warner Bros. It involved  
9 Alan Horn, who now works at Disney, and he had a  
10 great relationship with him. He went to Alan. And  
11 I was speaking to, I believe -- again, I could be  
12 wrong, Steve Spira, who runs business affairs for  
13 many, many, many years and together we were able to  
14 get a pretty terrific deal for three more years.

15 Q Are you speaking of "Pirates" now?

16 A No. I'm speaking of well before "Pirates."

17 Q Okay.

18 A Because then the deal moved to Disney.

19 Q Gotcha.

20 When was the first time, if at all, you  
21 became aware that Mr. Depp had financial problems?

22 A Years ago.

23 Q Do you have a ballpark of when that might  
24 be?

25 2005; does that sound right?

1           A       Sounds like something I might have said in  
2 my last deposition.

3           Q       Yeah, I think you said mid 2000's.

4           A       And I -- yeah.

5           Q       How did you become aware of that?

6           A       Because I was being pushed by Johnny day  
7 in, day out to just get him money on movies that he  
8 had no business doing because he wanted the  
9 20-million-dollar payday, and that was the beginning  
10 of the end. Even though it was a long time ago, it  
11 certainly set a pattern for his choices.

12          Q       When -- strike that.

13                   Did there come a time when you became aware  
14 that he had tax issues?

15          A       I had heard generally about it, but no  
16 specifics.

17          Q       Who apprised you generally about Johnny's  
18 tax problems?

19          A       I can't recall.

20          Q       Was it Mr. Bloom?

21          A       I can't recall.

22          Q       Was Mr. Bloom, if you know, aware of  
23 Mr. Depp's tax problems?

24          A       I don't know.

25          Q       Do you know what involvement Mr. Bloom had

1 with respect to Mr. Depp's taxes?

2 A I don't know.

3 Q And I want to go to a more general question  
4 about what you did as Johnny's talent agent. I  
5 think at the last deposition you said you spoke to  
6 every producer, every filmmaker.

7 If you could just explain what you do.

8 A My job was to find, as it is for every  
9 client, is to find material that a client, whether  
10 it's Johnny Depp or anyone else might want to do,  
11 and then be as aggressive as possible in securing  
12 that employment. I spoke to producers, studios,  
13 filmmakers, anyone that could help.

14 Q Is it fair to say you were proactive on  
15 Johnny's behalf?

16 A I am on everyone's behalf.

17 Q Did you also -- and clearly you testified  
18 with respect to "Edward Scissorhands."

19 Were you on the lookout for scripts you  
20 thought might be good for him?

21 A Always.

22 Q What role, if any, did Mr. Bloom play in  
23 looking for scripts?

24 A That's not a lawyer's job.

25 Q A lawyer's job is to negotiate and paper



1 the deal?

2 A You oversimplify it. A lawyer's job,  
3 particularly in Johnny's case, is to help structure  
4 and strategize how to make the best deal we can.  
5 And in Johnny's case, that became increasingly  
6 complicated.

7 Q In terms of structuring a deal, that  
8 includes tax; right?

9 MR. FREEDMAN: Objection; calls for a legal  
10 conclusion.

11 BY MR. CHEW:

12 Q Well, you said he was involved in  
13 strategizing about the structuring of a deal.

14 That implies tax, does it not?

15 A I don't know. I can only say that on  
16 occasion I remember the phrase "indemnification"  
17 being used. I can't recall which ones, but I had  
18 nothing to do with that.

19 MR. FREEDMAN: My objection was well taken  
20 in hindsight.

21 BY MR. CHEW:

22 Q So you have no idea whether tax  
23 implications are ever considered in a deal?

24 A I only know from Christi who told me that  
25 he could only be -- I'm trying to recall where he

1 was living at the time -- that there were tax  
2 implications for how much time he spent in different  
3 countries. I have no idea how it was applied to  
4 contracts.

5 Q Do you know whether Mr. Bloom or his firm  
6 dealt with the tax implications?

7 MR. FREEDMAN: Objection; vague.

8 THE WITNESS: I don't know.

9 BY MR. CHEW:

10 Q Wouldn't that be part of any financial  
11 strategy?

12 MR. FREEDMAN: Objection; calls for a legal  
13 conclusion.

14 You can answer.

15 THE WITNESS: I would assume yes, along  
16 with the business manager.

17 BY MR. CHEW:

18 Q What role did the business manager Joel  
19 Mandel play with respect to the taxes?

20 A I don't know.

21 Q Did you have any awareness of whether  
22 Mr. Depp's taxes were being paid on time?

23 A I don't know.

24 Q Did you ever become aware that Mr. Depp's  
25 taxes were paid late for 16 years in a row?

1           A       I only knew he needed cash. I don't know  
2 anything about the specifics.

3           Q       Wouldn't that be something his lawyer  
4 should know?

5           MR. FREEDMAN: Objection; calls for a legal  
6 conclusion.

7           THE WITNESS: I have no idea.

8           MR. FREEDMAN: Calls for speculation.

9 BY MR. CHEW:

10          Q       Who is Don Starr?

11          A       I have no idea. I've never heard that  
12 name.

13          Q       What was -- were you -- were you aware or  
14 are you aware of something that's called the "Tryon  
15 loan"?

16          A       I've heard of it.

17          Q       What is your understanding of that?

18          A       I don't know the specifics.

19          Q       What do you know generally?

20          A       If I understand it correctly, it had --

21                 MR. FREEDMAN: I'm just going to caution  
22 you. If you -- if everything you know is from  
23 counsel, don't say. If you know outside of  
24 discussions with counsel, you can answer.

25                 THE WITNESS: I don't know.

1 MR. CHEW: Exhibit 241.

2 (Whereupon, Plaintiffs' Exhibit 241 was  
3 marked for identification by the  
4 Court Reporter.)

5 BY MR. CHEW:

6 Q Ms. Jacobs, showing you what's been marked  
7 as Exhibit 241 for identification.

8 Have you ever seen this document before?

9 A Well, according to this, I was e-mailed it.  
10 But no, I can't recall.

11 Q Who is Danny Watts?

12 A He's Jake's assistant.

13 Q Does this refresh your recollection about  
14 the Tryon loan?

15 A No.

16 Q Do you have any idea how the Tryon loan  
17 came about?

18 A No.

19 Q Did you ever speak with Jake Bloom about  
20 it?

21 A Only in the vagaries of knowing he needed  
22 cash, but never insofar as Tryon who I had never  
23 heard of.

24 Q When you say "he needed cash," you mean --

25 A Johnny.

1 Q -- Johnny?

2 A Yes.

3 Q Did Johnny get cash out of this deal?

4 A I have no idea.

5 Q Did you ever at any time have a discussion  
6 with Mr. Depp in which he said in words or substance  
7 that he -- that the back end, his residuals were for  
8 his children?

9 A He talked about how he made movies for his  
10 children so he could leave them something. We never  
11 talked about it in that way.

12 Q Do you know who -- strike that.

13 A By the way, where is the attachment for  
14 this that explains it?

15 Q I'm going to show you that.

16 A Oh, okay.

17 MR. CHEW: This has already been marked as  
18 Exhibit 172, so we don't need to mark it again.

19 (Whereupon, Plaintiff's Exhibit 172 was  
20 previously marked for identification by  
21 the Court Reporter.)

22 BY MR. CHEW:

23 Q Now, this is a document that doesn't show  
24 it was copied to you --

25 A Correct.

1 Q -- but I want to show you -- I want you to  
2 look, please, at the second page --

3 A Uh-huh.

4 Q -- executive summary Tryon Scaramanga.  
5 And specifically if you would, please,  
6 direct your attention to paragraph 3.0 --

7 A Un-huh.

8 Q -- when it says "to the advisors."

9 A Yes.

10 Q You see where it lists the loan proceeds to  
11 The Management Group?

12 A Yes.

13 Q And that's -- those were -- that's Johnny's  
14 manager; correct?

15 A He has no manager.

16 Q Business manager?

17 A I guess.

18 Q And Bloom Hergott, that's Mr. Bloom's firm;  
19 correct?

20 A Yes.

21 Q And that shows the payout to him with a  
22 5 percent.

23 Do you know what the 5 percent represents?

24 A No.

25 MR. FREEDMAN: Objection; assumes facts not

1 in evidence.

2 You can answer.

3 THE WITNESS: Can't?

4 MR. FREEDMAN: You can answer.

5 THE WITNESS: No.

6 BY MR. CHEW:

7 Q Then you see the entry for United Talent  
8 Agency?

9 A Where is that?

10 Q It's right in the middle of paragraph 3.0  
11 to the advisors. You have The Management Group --

12 A Yes, I see that.

13 Q That's you; right?

14 A Yes, I guess.

15 Q And 10 percent was the amount of commission  
16 that you took?

17 A Yes. But I never saw these documents  
18 before.

19 Q Did you have any understanding that UTA was  
20 getting 10 percent of the proceeds?

21 A Not from this.

22 Q Well, from any source?

23 MR. FREEDMAN: Objection; vague.

24 You can answer.

25 THE WITNESS: I understood that -- as, one,

1 I understood, however some of the back ends were  
2 pledged, that we would be receiving commission owed  
3 on them for the money, I guess, he took.

4 BY MR. CHEW:

5 Q Do you know that he got any money out of  
6 this?

7 A I assume. I don't know.

8 Q You don't know?

9 A I --

10 Q You know that UTA got its money?

11 A Yes.

12 Q Jake got its money?

13 A You're asking me something I really don't  
14 know about. I can only speak for myself.

15 Q You believe that Jake didn't take his  
16 5 percent?

17 A I have no --

18 MR. FREEDMAN: Objection; calls for  
19 speculation.

20 THE WITNESS: I have no idea.

21 BY MR. CHEW:

22 Q You never talked to Jake Bloom about this?

23 A (Inaudible response.)

24 Q If you would look to the next page,  
25 purports to show certain payments being made to the



1 advisors on or about January 15, 2015.

2 A Am I in the wrong place?

3 Q No. You're in the right place.

4 A On this page where it says "Fintage"?

5 Q Yep.

6 A What am I looking at?

7 Q You're looking at the entries for 21

8 January --

9 A I see it. I see it.

10 Q And you see that The Management Group  
11 received a payment on 2115?

12 Do you have any reason to believe that  
13 didn't take place?

14 A No.

15 Q Same question for Bloom Hergott.

16 A I don't know.

17 Q Do you have any reason to believe it didn't  
18 happen?

19 MR. FREEDMAN: Objection; asked and  
20 answered.

21 MR. CHEW: No, it wasn't answered.

22 BY MR. CHEW:

23 Q So you can answer.

24 A I have no idea.

25 Q And do you see the entry for January 15th,

1 January 21st of 2015, 108,000 dollars --

2 A Yes.

3 Q -- plus payment to UTA?

4 MR. FREEDMAN: Objection --

5 BY MR. CHEW:

6 Q Do you have any reason to believe that that  
7 didn't happen?

8 MR. FREEDMAN: Objection; misstates the  
9 document and calls for speculation.

10 BY MR. CHEW:

11 Q You may answer.

12 A I can't recall. I don't disbelieve it, but  
13 I don't know.

14 Q Do you see anything that shows any money  
15 whatsoever going to anyone other than --

16 A Is there another page I should be looking  
17 at?

18 Q I'm asking you about that page.

19 A Okay. What's the question?

20 Q The question is: Do you see any payments  
21 going to Johnny Depp?

22 A Not according to this document.

23 Q Do you have any other reason, independent  
24 of that document, to think that Mr. Depp got  
25 anything out of this loan?

1           A       I don't know.

2           Q       You said that certain of Mr. Depp's  
3 pictures were pledged, the back end of which.  
4                    Which pictures were they?

5           MR. FREEDMAN:  Objection; misstates the  
6 testimony.

7 BY MR. CHEW:

8           Q       You may answer.

9           A       I believe it was mostly -- and I don't know  
10 exactly -- that it was several of the "Pirates"  
11 movies, "Alice and Wonderland" and "Into the Woods."

12          Q       What is the basis of your understanding?

13          A       I can't recall who told me.  It could have  
14 been Jake.

15          Q       What did Jake tell you about it?

16          MR. FREEDMAN:  Objection; misstates the  
17 testimony.

18                 THE WITNESS:  I don't recall the  
19 conversation.  What I remember is that I have an  
20 oblique understanding about several movies.  There  
21 may be others that I'm just not aware of that were  
22 going to be paid in a different way than just  
23 receiving the checks from him -- Johnny, the client.

24 BY MR. CHEW:

25          Q       Did you talk to Johnny, the client, about

1 this?

2 A No.

3 Q Why not?

4 A No reason to.

5 Q Wasn't your job to do that; right?

6 A Well, it's a money matter. I would have  
7 assumed it would be his business manager.

8 Q Did Mr. Bloom have any obligation to  
9 counsel his client about this?

10 MR. FREEDMAN: Objection; calls for a legal  
11 conclusion, vague and ambiguous.

12 THE WITNESS: I have no idea.

13 BY MR. CHEW:

14 Q Do you know who set up this deal?

15 A No.

16 MR. CHEW: We don't have to mark this  
17 either since it's been mercifully marked as  
18 Exhibit 212 at a prior deposition.

19 THE WITNESS: Is that for him?

20 MR. CHEW: It's for both of you.

21 THE WITNESS: Thank you.

22 MR. CHEW: You're welcome.

23 MR. FREEDMAN: Do you have another copy?

24 MR. CHEW: Of course.

25 ///

1 (Whereupon, Plaintiff's Exhibit 212 was  
2 previously marked for identification by  
3 the Court Reporter.)

4 BY MR. CHEW:

5 Q It purports to be the execution version of  
6 the Tryon Management Services Limited agreement.

7 My question to you is: Have you ever seen  
8 this document before?

9 A No.

10 MR. CHEW: 242.

11 (Whereupon, Plaintiffs' Exhibit 242 was  
12 marked for identification by the  
13 Court Reporter.)

14 BY MR. CHEW:

15 Q Showing you, Ms. Jacobs, what has been  
16 marked for identification as Exhibit 242. Purports  
17 to be an e-mail from you to Ms. Dembrowski dated  
18 January 30, 2013.

19 Have you ever seen this before?

20 A I seem to have responded to it. I can't  
21 recall it now, but yeah, it sounds familiar.

22 Q What was this about?

23 A Well, if you notice, it wasn't me who wrote  
24 it. It was Lisa Jacobson who at the time ran our  
25 endorsement department, ran the endorsement, and

1 this was an offer she was trying to secure from  
2 Louis Vuitton for his commercial services.

3 Q Was it Ms. Jacobson who initiated this  
4 potential deal?

5 A This particular deal, yes, but I had been  
6 asking her to please find something.

7 Q What role, if any, did Mr. Bloom play in  
8 obtaining this opportunity?

9 A It was a UTA situation. Again, it's about  
10 procuring employment and Lisa Jacobson's sole job  
11 was to do this. And as it turned out, it didn't  
12 amount to anything, so there was nothing to do.

13 Q Do you know why it didn't come to fruition?

14 A Because Louis Vuitton didn't want to pay  
15 us.

16 MR. CHEW: This will be marked 243.

17 (Whereupon, Plaintiffs' Exhibit 243 was  
18 marked for identification by the  
19 Court Reporter.)

20 BY MR. CHEW:

21 Q Exhibit 243, the top e-mail on this page  
22 purports to be from you to a group of people,  
23 including Mr. Bloom, dated February 11th, 2014.

24 A Uh-huh.

25 Q What was this exchange about?

1           A       About a movie that was at Lionsgate called  
2 "The Secret Life of Hoodini." Yes.

3           Q       Who originated this opportunity?

4           A       I did.

5           Q       How did that come about?

6           A       I called incessantly and said to the heads  
7 of Lionsgate how much I want this movie for Johnny.

8           Q       How did they respond?

9           A       I have an offer here, so it must have been  
10 okay.

11          Q       What was the offer?

12          A       I think it states it here in writing.

13          Q       Well, humor us, tell us what the offer was.  
14                   What was the up-front payment and what was  
15 the back end?

16          A       It literally says "fee, 20 million dollars  
17 versus contingent compensation." Then it goes on to  
18 define the contingent compensation, which asking me,  
19 I don't recall exactly, but this is what their  
20 initial offer was. This was not negotiated out.

21          Q       That was my question.

22          A       You have the answer.

23          Q       Why did this deal not come to fruition?

24          A       Because Johnny hemmed and hawed about doing  
25 it because they could never get the script right and

1 ultimately Lionsgate never made the movie.

2 Q Did you push him to make the deal?

3 MR. FREEDMAN: Objection; vague and  
4 ambiguous.

5 THE WITNESS: Yes. Because it was a  
6 development deal. It was for a lot of money and I  
7 just felt we could use that as opportunity with  
8 other people.

9 Was I ever crazy about it? No. But I  
10 thought it was a good thing to have on our plate.

11 BY MR. CHEW:

12 Q When you say -- strike that.

13 Did Mr. Bloom express the same opinion,  
14 that it was something Johnny should do?

15 A No. That would be expressing an opinion  
16 about material, which none of the lawyers I work  
17 with do. What he did express was an involvement in  
18 dealing with this woman Patricia Laucella, who was  
19 the head of business affairs for Lionsgate, and he  
20 was involved in helping me negotiate it from the  
21 moment I received this offer.

22 Q Well, you say here in the top e-mail:

23 "Michael and Jake will be  
24 dealing with the deal now."

25 Is "Michael" Michael Schenkman?



1           A     Yes.

2           Q     What did -- if you recall, what did  
3 Mr. Schenkman and Mr. Bloom do, since you were  
4 handing it over to them?

5           A     Well, I wasn't handing it over. I was -- I  
6 had been okay with the 20 million dollars, but I  
7 wanted them to further define the contingent  
8 compensation. This was their original offer, which  
9 was not enough.

10           And then anything else past that, I felt  
11 very comfortable with them negotiating, as I always  
12 did.

13           Q     Do you know what, if anything, they did  
14 after that?

15           A     I don't remember exactly, but they were in  
16 the process of dealing with Patricia.

17           MR. FREEDMAN: Are you marking that?

18           MR. CHEW: Yes. As 244.

19                     (Whereupon, Plaintiffs' Exhibit 244 was  
20 marked for identification by the  
21 Court Reporter.)

22 BY MR. CHEW:

23           Q     Ms. Jacobs, this purports to be an e-mail  
24 from you to a number of people.

25           A     I don't know who AK is. I really don't

1 remember.

2 Q Have you ever heard of a Cross Creek  
3 Pictures?

4 A Yep. Yes. They were involved in the  
5 financing of this movie before it was set up at  
6 Warner Bros. And actually -- oh, Adam Kassan. I  
7 don't remember him.

8 Q So it appears in the e-mail at the bottom  
9 of this page, that Mr. Kassan is stating Johnny Depp  
10 is committed to acting in the film "Black Mess,"  
11 playing the role of Whitey Bulger, and then you  
12 are -- are you disagreeing with that?

13 A No. What this is all about is they want to  
14 make a press release in Berlin and this is what they  
15 suggested doing. You don't see my response to this  
16 because I think my response is before they announce  
17 a film, because I'm very cautious, at any film  
18 festival, that I wanted to speak to Jake and Michael  
19 about this. I didn't want to give my permission to  
20 just making some press release.

21 Q Gotcha.

22 A Not with a star of Johnny Depp's stature.

23 MR. CHEW: 245.

24 ///

25 ///

1 (Whereupon, Plaintiffs' Exhibit 245 was  
2 marked for identification by the  
3 Court Reporter.)

4 BY MR.. CHEW:

5 Q Showing you what's been marked for  
6 identification as Exhibit 245.

7 A Yes.

8 Q Who is Patrick Knapp?

9 A I don't remember. I'm looking at this and  
10 I cannot remember.

11 Q Is that Schwarzenegger?

12 A What?

13 Q Is Patrick Knapp a partner of Mr. Bloom?

14 A I don't know. I literally have no  
15 recollection about who that is.

16 Q What is a perk list?

17 A A perk list is something that I let the  
18 lawyers negotiate. And for Johnny Depp, it was as  
19 significant as his salary and back end. It included  
20 private planes, accommodations, per diem, how many  
21 hundreds of people that the studio would pay for him  
22 to employ. I'm exaggerating.

23 Q Yeah. Sounds like it.

24 A But it involved every aspect of cost, which  
25 is included in the entire cost of the production as

1 to adding. And he usually, as far as I am  
2 concerned, got the best of the best in terms of  
3 that.

4 Q Did the perk list change materially from  
5 film to film?

6 A Yes, depending on the budget.

7 Q Were there common elements of the perk  
8 list?

9 A Yes.

10 Q Did each perk list have to be drafted from  
11 scratch or were prior perk lists used as templates?

12 A I think they had boilerplate perk lists  
13 which the studio would have to see to know that  
14 we're telling the truth about what he's actually  
15 received in the past, but every one of them changed.  
16 A movie that was lower budget, he couldn't get as  
17 much as he would get on "Charlie and the Chocolate  
18 Factory" or "Pirates."

19 Q And so Patrick Knapp is writing Tracy:

20 "Please see the attached perk  
21 list modified in accordance with  
22 our CC earlier today."

23 A Un-huh.

24 Q So what role, if any, did you play in  
25 preparing the perk list?

1 A None.

2 Q Do you have any idea why he was sending  
3 this to you?

4 A No. Because I was his agent.

5 Q "Rango" was an animated film; correct?

6 A Yes.

7 Q So directing your attention to the next  
8 page, which is the first page of the perk list, it  
9 said "personal hair dresser."

10 A Uh-huh.

11 Q There would not be a need for a personal  
12 hair dresser for an animated film, would there?

13 A I can't see why, but they asked, so I guess  
14 more power to them.

15 Q You see -- was "Rango" filmed?

16 A I believe in Los Angeles. That sounds  
17 right. I'm not 100 percent sure.

18 Q So directing your attention to paragraph 3A  
19 on the second page, there's reference to business  
20 class round trip air travel from UK.

21 So that wouldn't have been necessary for  
22 this film?

23 A Yes, it would have, because he has two  
24 assistants who are British who constantly needed  
25 updated working visas and who specifically were

1 employed by Johnny, and that's Steven Dueters and  
2 Nathan --

3 Q Holmes?

4 A -- Holmes. Thank you.

5 Q You're right.

6 Directing your attention to page 4,  
7 "doubling nudity."

8 "There shall be no nudity  
9 and/or sex scenes featuring JD  
10 and/or double."

11 A I swear to you, I don't know where you are.

12 Q I'm on page 43430.

13 A Okay. Sorry. Let me find that.

14 Q It's paragraph --

15 A Oh, "doubling nudity." Okay.

16 Q That wouldn't be applicable to an animated  
17 film, would it?

18 A Doesn't seem so.

19 Q And same question with respect to hair,  
20 makeup and wardrobe, that wouldn't have had any  
21 application?

22 A Actually, it might have and here's why.  
23 They do what's called EPKs, which is electronic  
24 press kit for every movie to promote the film which  
25 is live action where the actors are on screen, and,

1 yes, he would have needed all of that.

2 Q Ms. Jacobs, from what undergraduate  
3 institution did you graduate?

4 A Austin University.

5 Q Do you have any graduate degrees?

6 A No.

7 Q What was your major?

8 A Medieval history and art history.

9 Q What did you do prior to joining ICM  
10 professionally?

11 A I worked at a company called Triad, which  
12 no longer exists.

13 Q What did you do for Triad?

14 A I was an agent.

15 Q For how many years did you work at Triad?

16 A Three or four.

17 Q Was that your first job out of college?

18 A No.

19 Q What was the job before that?

20 A First job out of college, I was a writer at  
21 Leo Burnett in Chicago. It's an ad agency.

22 Q I'm familiar with it.

23 A The first agency was an agency that no  
24 longer exists named Jack Rose Dorothy Deotis. It no  
25 longer exists.

1 Q You mentioned her before, but for the  
2 record, who is Christi Dembrowski?

3 A Johnny's sister.

4 Q And I believe you testified earlier that  
5 she had no experience when she became president of  
6 Infinitum Nihil?

7 A Nihil (pronunciation).

8 Q When did you first meet her?

9 A I can't recall. Probably a couple years --  
10 she was his assistant when I first came in. I don't  
11 even think -- she was working for Sony in some  
12 capacity and then within a couple of years she  
13 became his assistant.

14 Q What was Christi's role when you started  
15 interacting with her?

16 A To be his assistant taking care of travel  
17 and things that he needed, like most assistants.

18 Q Did her role as assistant change over time?

19 A Yes.

20 Q How did it change?

21 A She became more managerial.

22 Q And approximately when did that happen?

23 A A couple years of her being an assistant.

24 Q When you say "she became more managerial,"  
25 what specifically do you --



1           A        She wanted to control every aspect of  
2 everything.

3           Q        How did that -- strike that.  
4                    What is your basis for saying that?

5           A        Because it's the truth because she  
6 literally would be the conduit for me to get ahold  
7 of him and would make decisions for him.

8           Q        Was she your client?

9           A        No.

10          Q        How did you --

11                   MR. FREEDMAN: Let me make a belated  
12 objection.

13                   Calls for a legal conclusion as to  
14 technically who UTA's client was.

15                   MR. CHEW: Fair enough.

16 BY MR. CHEW:

17          Q        When she --

18                   MR. CHEW: If you could read back her  
19 answer. I'm sorry.

20                   (The record was read as follows:

21           A        Because it's the truth  
22 because she literally would be  
23 the conduit for me to get ahold  
24 of him and would make decisions  
25 for him.)

1 BY MR. CHEW:

2 Q Would you rely on her statement of the  
3 decision or did you try to get to your client,  
4 Mr. Depp?

5 A Both. Unfortunately, a lot of the time I  
6 had to rely on her because I couldn't get him to  
7 call me back. That was a continuous pattern  
8 throughout his career.

9 Q Did you ever discuss that with Mr. Bloom?

10 A Yes.

11 Q What discussions did you have about your  
12 inability to get in touch with him?

13 A I expressed my frustration.

14 Q Did Mr. Bloom express a similar  
15 frustration?

16 A No. He didn't have that issue with  
17 Christi.

18 Q Why do you say that?

19 A Because she spoke to him a couple of times  
20 a day about, from what I know, all sorts of matters.  
21 And my understanding was she was very different with  
22 him than she was with me.

23 Q I take it Mr. Bloom told you that he spoke  
24 with Christi --

25 A No. She told me.

1 Q Well, how do you know she was different  
2 with Mr. Bloom, then?

3 A Because she told me in every conversation,  
4 I spoke to Jake today about the following. She  
5 relied on him, it seems, for all matter of things.

6 Q Was she a client of Mr. Bloom's, as far as  
7 you know?

8 A No.

9 Q So we talked a little bit, you had  
10 mentioned that back when Johnny hired Jake Bloom to  
11 be his entertainment counsel, that the competition,  
12 as it were, was with Alan Werthheimer and Jim  
13 Jackoway; is that right?

14 A Correct.

15 Q Why did you think -- or did you think that  
16 Mr. Bloom was a better fit?

17 A And I think he was the better fit  
18 personality wise and talent wise for who Johnny Depp  
19 is as a particular individual.

20 Q Can you elaborate on that just a little  
21 bit?

22 A Yes. Jake has had one of the most  
23 extraordinary legal reputations in the business,  
24 whether it was George Lucas, Marty Scorsese, Brad  
25 Bird, Oliver Stone, Jerry Bruckheimer, Brian Grazer,

1 Nicholas Cage, at the height of his career. I had  
2 tremendous regard for him.

3 Q Did you and Mr. Bloom have any clients in  
4 common?

5 A Not at that time.

6 Q Did there come a time when you had clients  
7 in common?

8 MR. FREEDMAN: "Yes" or "no" is fine.

9 THE WITNESS: Yes.

10 BY MR. CHEW:

11 Q Which clients did you have in common?

12 MR. FREEDMAN: I'm going to instruct you  
13 not to answer on the grounds of the privacy of those  
14 clients.

15 BY MR. CHEW:

16 Q Wasn't Sylvester Stallone a common client?

17 MR. FREEDMAN: Same instruction.

18 BY MR. CHEW:

19 Q How would you describe Bloom Hergott's role  
20 in Mr. Depp's career?

21 A I think I've said that several times in  
22 several different ways, but I'll just say again.  
23 Jake was involved from the inception of every deal  
24 making process. All deals, every deal.

25 Q Did he ever originate any deal for Johnny

1 other than the Tryon loan?

2 MR. FREEDMAN: Objection; that would be in  
3 violation of the Talent Agency's Act.

4 But to the extent -- and calls for legal  
5 conclusion.

6 But to the extent that you can answer the  
7 question, you can answer it.

8 THE WITNESS: What was the question?

9 BY MR. CHEW:

10 Q Did he ever find Johnny any work?

11 A I can't recall. That's not his job.

12 Q It wasn't his job to find him the Tryon  
13 loan either, was it?

14 A I have no idea.

15 Q Did you and Mr. Bloom ever discuss the  
16 subject of conflicts of interest where Mr. Depp was  
17 concerned?

18 A No.

19 Q We talked a little bit about Bloom  
20 Hergott's role representing Johnny.

21 How did you conceive of it?

22 Were they to be his lawyers on everything  
23 he needed?

24 MR. FREEDMAN: Objection; calls for a legal  
25 conclusion, assumes facts not in evidence.

1 Answer, if you know.

2 BY MR. CHEW:

3 Q You may answer.

4 A Again, I keep feeling like I repeat this,  
5 so I'll say it in different words.

6 They were involved at step one of every  
7 deal making process through the end.

8 Q So they were a full service law firm?

9 A Well, full service to the extent of, again,  
10 I'll say it, structure and strategy of all of the  
11 deal making.

12 Q And they handled all of the deals; right?

13 A Yes.

14 Q There weren't carve-outs that other firms  
15 would handle; right?

16 MR. FREEDMAN: Objection; vague and  
17 ambiguous.

18 THE WITNESS: I don't know what you mean.

19 MR. CHEW: I'll withdraw that.

20 MR. FREEDMAN: You mean like do they do  
21 criminal law?

22 MR. CHEW: No. You can ask -- you can do  
23 redirect when you want to, but not on my time.

24 BY MR. CHEW:

25 Q Did Bloom Hergott, to your knowledge,

1 have -- strike that.

2 Did Bloom Hergott represent Infinitum  
3 Nihil?

4 A In the --

5 MR. FREEDMAN: Objection; calls for a legal  
6 conclusion.

7 If you know.

8 BY MR. CHEW:

9 Q You may answer.

10 A In terms of anything Johnny Depp related,  
11 probably. I mean, I'm not exactly sure, but they  
12 were involved in the structuring from the beginning  
13 of each time we made a new deal for Infinitum, they  
14 were involved from beginning to end.

15 Q And when you had that original meeting  
16 where you attended the original meeting where  
17 Mr. Bloom was hired, was there any discussion of a  
18 limitation on the representation?

19 A No. Sorry.

20 MR. FREEDMAN: Objection; assumes facts not  
21 in evidence.

22 MR. CHEW: She already answered it.

23 BY MR. CHEW:

24 Q But you weren't aware of any -- you didn't  
25 hear them state any limitations on their

1 representation; correct?

2 A Not that I can recall.

3 MR. CHEW: This is several copies of  
4 Exhibit 246.

5 (Whereupon, Plaintiffs' Exhibit 246 was  
6 marked for identification by the  
7 Court Reporter.)

8 BY MR. CHEW:

9 Q Have you ever seen this document before?

10 A I believe so.

11 Q What is it?

12 A It's a termination -- it's a letter by  
13 Michael Sinclair who is our chief counsel to Johnny  
14 Depp's representatives who at the time was still  
15 Jake Bloom, explaining the conditions and  
16 commitments that Johnny Depp still owes to us, even  
17 though he has terminated us.

18 Q And to your knowledge, is what's stated by  
19 Mr. Sinclair in this matter true and accurate?

20 A Yes.

21 Q And I believe you testified earlier in the  
22 prior case that UTA had received 65 million  
23 dollars --

24 A Yes.

25 Q -- at this time, 10 percent of the



1 650 million?

2 A Yes.

3 Q But UTA retained certain future rights;  
4 correct?

5 A Yes.

6 Q Would you describe those for us, please.

7 A All the movies that I had negotiated with  
8 Jake, prior to his terminating me, which were many,  
9 that he had finalized deals on.

10 Q So in addition to the 650 million that UTA  
11 received, there would be many millions more in the  
12 future; correct?

13 A Yes.

14 MR. FREEDMAN: Objection --

15 THE WITNESS: Sorry.

16 MR. FREEDMAN: -- misstates the testimony.

17 BY MR. CHEW:

18 Q Well, you can correct me.

19 So in addition to the -- I did misstate.

20 In addition to the 65 million that UTA  
21 received, you anticipate that UTA would receive many  
22 millions more based on your prior efforts; correct?

23 A Yes --

24 MR. FREEDMAN: Objection; calls for  
25 speculation, calls for a legal conclusion.

1 BY MR. CHEW:

2 Q Your lawyer was -- you said yes, and you  
3 were going to say something else.

4 You may answer.

5 MR. FREEDMAN: You can answer.

6 THE WITNESS: Yes, for several years to  
7 come.

8 BY MR. CHEW:

9 Q And please correct me if I'm wrong, that  
10 would include series; correct?

11 Well, let me "answer" it again.

12 Let's assume that there is a "Fantastic  
13 Beast 3," would UTA be entitled to its 10 percent?

14 MR. FREEDMAN: Objection; calls for a legal  
15 conclusion, calls for disclosure of confidential  
16 settlement documents, and calls for speculation.

17 BY MR. CHEW:

18 Q You may answer.

19 A All of them. Every one of them. They were  
20 all negotiated while he was a client.

21 Q Right.

22 So the answer to the question is, if there  
23 is going to be a "Fantastic Beast 3," --

24 A Or 4 or 5.

25 Q -- UTA expects its 10 percent?

1 A Yes.

2 Q And that could -- I'm not asking you to  
3 speculate, but it could theoretically be in the tens  
4 of millions of dollars; correct?

5 A It's doubtful, but yes.

6 Q Is this attachment to Mr. Sinclair's  
7 letter, which is Exhibit A to that letter,  
8 purporting to be a complete list of the projects  
9 that you and your agency brought to Mr. Depp to  
10 which you're entitled to 10 percent commission?

11 A I believe so.

12 Q Was there any pushback from anyone with  
13 respect to this letter?

14 MR. FREEDMAN: Objection; vague and  
15 ambiguous.

16 BY MR. CHEW:

17 Q Let me ask a better question.

18 To your knowledge, did anybody respond to  
19 Mr. Sinclair's letter by saying, oh, this particular  
20 project is not included -- or was there any  
21 pushback, any objection, if you know?

22 MR. FREEDMAN: If you know.

23 THE WITNESS: As far as I know, there was  
24 not a response. I'd have to look at Michael  
25 Sinclair for that.

1 Is that correct?

2 Sorry.

3 MR. FREEDMAN: Just answer the question.

4 BY MR. CHEW:

5 Q That's okay. I'm only asking what you  
6 know.

7 A Right.

8 Q Is it contemplated or has it been discussed  
9 that there will be or might be "Fantastic Beast"  
10 movie beyond picture 3, because we have listed here  
11 pictures 4 and 5?

12 A Yes.

13 MR. FREEDMAN: Objection --

14 THE WITNESS: Okay.

15 MR. FREEDMAN: -- vague and ambiguous,  
16 calls for speculation.

17 If you know.

18 THE WITNESS: Yes.

19 BY MR. CHEW:

20 Q What is the basis of you saying that 3, 4  
21 and 5 have been discussed?

22 A They've been discussed with both Johnny,  
23 his representatives and Warner Bros.

24 Does that guarantee them? No.

25 Q I didn't ask about --

1 A If they get made, yes.

2 Q Understood.

3 When was the last time you spoke with  
4 Mr. Depp?

5 A Two years and seven months ago.

6 Q Was that October 27th, 2016?

7 A That's when he slammed the phone down on me  
8 and woke me up in the middle of the night.

9 Q Now, you testified at your last deposition  
10 that Mr. Depp was very generous where you were  
11 concerned; correct?

12 A Some --

13 MR. FREEDMAN: Objection; misstates the  
14 testimony.

15 BY MR. CHEW:

16 Q I'll just ask -- actually, she did say  
17 that.

18 Was Mr. Depp generous?

19 A Sometimes.

20 Q Isn't it true that you asked him to buy you  
21 gifts that were worth more than 10,000 dollars?

22 A Sometimes.

23 Q Why would you do that?

24 THE WITNESS: Brian?

25 MR. FREEDMAN: You can answer.

1 (Whereupon, a discussion was held  
2 off the record between the witness  
3 and Mr. Freedman.)

4 MR. CHEW: I would prefer that the witness  
5 not engage her counsel in the middle of answering a  
6 question.

7 THE WITNESS: Last time I said yes, and  
8 here is what I would like to add to that --

9 BY MR. CHEW:

10 Q Well, that's not the question.

11 A Okay. Yes.

12 Q Your counsel can rehabilitate you when he  
13 does redirect, but --

14 MR. FREEDMAN: Could you read the question  
15 back.

16 I think he said, "why would you do that?"  
17 I think that's the question. She's allowed to  
18 answer that question.

19 THE WITNESS: I was trying to answer that.

20 BY MR. CHEW:

21 Q You were trying to talk to your lawyer.

22 A I just wanted to make sure I --

23 MR. FREEDMAN: You don't have to say what  
24 you talked to your lawyer about.

25 Can you read the question back.

1 (The record was read as follows:

2 Q Why would you do that?)

3 THE WITNESS: Am I allowed to give an  
4 answer?

5 MR. FREEDMAN: Yeah.

6 BY MR. CHEW:

7 Q Yes.

8 A It was a joke between the two of us. I  
9 would buy him extraordinarily expensive gifts, often  
10 with Jake, for start dates, birthdays,  
11 anniversaries, anything, and occasionally. And not  
12 for at least 11 years had he bought me anything. It  
13 was very occasionally.

14 Q But you're saying it was reciprocal?

15 A Yes.

16 Q But there were occasions on which you asked  
17 him to buy you particular gifts; correct?

18 A In a joking manner, yes.

19 Q And notwithstanding the joking aspect of  
20 it, he complied with your request?

21 A Occasionally.

22 MR. CHEW: We don't need to mark this --  
23 I'm sorry. We do.

24 MR. VASQUEZ: 247.

25 ///

1 (Whereupon, Plaintiffs Exhibit 247 was  
2 marked for identification by the  
3 Court Reporter.)

4 BY MR. CHEW:

5 Q Ms. Jacobs, showing you what's been marked  
6 Exhibit 247. It purports to be an e-mail from you  
7 to Mr. Bloom and his assistant and some other  
8 people.

9 A Uh-huh.

10 Q (Reading):

11 "Joel has given me permission  
12 to ask for advance per tax  
13 situation."

14 Do you have any recollection about what  
15 this was about?

16 A No. Probably just needed some money, for  
17 whether it was taxes or anything else. And in every  
18 deal, I was virtually asking for advances, including  
19 the last "Fantastic Beast."

20 Q Does this refresh your recollection about  
21 what role, if any, Mr. Bloom had with respect to  
22 handling Mr. Depp's tax situation?

23 A No. Frankly, it seems like a Joel Mandel  
24 issue.

25 Q Why were you sending it to Mr. Bloom?



1 MR. FREEDMAN: Objection; misstates the  
2 document, document seems to indicate it's sent to  
3 Joel, Christi.

4 BY MR. CHEW:

5 Q Who's JAB?

6 A Jake Bloom.

7 Q And he's the first recipient; correct?

8 A I don't put mine in order.

9 Q Oh.

10 A As long as I've covered everyone.

11 MR. VASQUEZ: Is that multiple pages?

12 THE WITNESS: I'm sorry?

13 MR. VASQUEZ: Is that exhibit multiple  
14 pages?

15 THE WITNESS: I only got that (indicating).

16 (Whereupon, Plaintiffs' Exhibit 248 was  
17 marked for identification by the  
18 Court Reporter.)

19 BY MR. CHEW:

20 Q This purports to be -- Exhibit 248 appears  
21 to be an e-mail exchange between you and Christi  
22 Dembrowski; is that correct?

23 A Apparently. That's what it says.

24 Q Directing your attention to an e-mail  
25 toward the bottom of the first page, you explain:

1 "We're going to deal with  
2 Shep on money of the 'Vampires.'  
3 I talked to Jay about it. Shep  
4 is ripping him off."  
5 Who is Shep?

6 A Shep Gordon manages Alice Cooper.

7 Q What were you intending to convey when  
8 saying that Shep was ripping Johnny off?

9 A I felt -- you know, I was not involved in  
10 his music at all, say, this one or two particular  
11 things, and I just felt like I wanted to comment as  
12 his agent on the fact that I was pushed by Johnny,  
13 Christi, Jake and Joel at the time to get him movie  
14 offers where he could pay off his debts.

15 And instead, he was going to be working  
16 very cheaply, like 200,000 dollars to tour around  
17 Europe for three months with his band. And then I  
18 was chastised by Christi and Johnny and I was not  
19 involved from that point on.

20 Q Did you ever discuss your concerns with  
21 Jake Bloom?

22 A Yes.

23 Q When did you discuss it with him?

24 A At the time I'm sure very close to this  
25 memo.

1 Q What was the substance of your  
2 conversations?

3 A Exactly what I just said to you.

4 Q How did he respond?

5 A I don't recall his exact response, but I  
6 was upset about this because Johnny always conveyed  
7 to me he had to work and Joel Mandel said he needed  
8 to make a lot of money, as did Christi. And this  
9 flew in the face of what I had been instructed to do  
10 and Christi was doing exactly what Johnny wanted her  
11 to do, which was nothing to do with him making  
12 money.

13 There was no opportunity for him to make  
14 more than a very small amount of money when he  
15 apparently needed the cash.

16 Q When you expressed this concern to Jake,  
17 what did he say about it?

18 MR. FREEDMAN: Objection; misstates the  
19 testimony.

20 BY MR. CHEW:

21 Q Did you express this concern to Jake?

22 A Yes.

23 Q How did he respond?

24 A I don't remember.

25 Q Do you remember -- I mean, this is a pretty

1 big deal; right?

2 Do you have any idea -- did Jake agree with  
3 you?

4 A He understood what I was saying, but he  
5 wasn't controlling it. It was all Christi.

6 Q Well, Jake was the entertainment lawyer;  
7 right?

8 A This is a music issue.

9 Q Music is entertainment?

10 A Right. They have an entertainment lawyer  
11 named Candace.

12 Q Candace Hanson; right?

13 A I think she was involved in this with Jake.

14 Q What steps, if any, did Candace Hanson and  
15 Jake Bloom take to rein this in?

16 A I have no idea.

17 Q What steps, if any, did Jake Bloom, Candace  
18 Hanson or Bloom Hergott take with respect to your  
19 concern that Shep was ripping him off?

20 A I'll say it once more, which is Johnny and  
21 Christi were not interested in any of our opinions.

22 Q That's not the question.

23 MR. FREEDMAN: You can go ahead and finish.

24 BY MR. CHEW:

25 Q Lawyers have duties --

1 MR. FREEDMAN: You can go ahead and finish  
2 your answer.

3 THE WITNESS: It's not a lawyer's duty to  
4 tell a client what to do and not what to do.

5 BY MR. CHEW:

6 Q Really?

7 A No. Unless they're walking -- I don't  
8 know.

9 MR. FREEDMAN: If you keep interrupting  
10 her, I'm going to conclude the deposition.

11 MR. CHEW: I'll do the same thing if you  
12 keep interrupting her and counseling her during the  
13 middle of the questions.

14 MR. FREEDMAN: Great. Then we should both  
15 cancel it right now.

16 MR. CHEW: If you want to pay our bills for  
17 coming back --

18 MR. FREEDMAN: Let her finish the  
19 question -- let her finish answering the questions.

20 BY MR. CHEW:

21 Q Do you have anything more to finish with  
22 respect to the question?

23 A I don't remember what the question was.

24 MR. CHEW: Let's read back the question,  
25 D'Anne, please.

1 (The record was read as follows:

2 Q What steps, if any, did Jake  
3 Bloom, Candace Hanson or Bloom  
4 Hergott take with respect to your  
5 concern that Shep was ripping him  
6 off?)

7 THE WITNESS: And my answer is I don't  
8 know.

9 BY MR. CHEW:

10 Q Let's go to the top of the page where  
11 you're responding to Christi Dembrowski.

12 You say:

13 "I feel really bad that you  
14 think I don't."

15 What are you telling her there?

16 A That she was throwing me under the bus with  
17 Johnny for telling him the truth about this music  
18 situation. And her job was to enable and support  
19 anything and everything that Johnny ever wanted to  
20 do, and that is a consistent pattern for years.

21 Q You were doing what you thought was right  
22 for your client?

23 A Correct.

24 Q And you were doing it even though it was  
25 making you unpopular; correct?

1 A Correct.

2 Q And you did that because you cared about  
3 Johnny and that's what you do for a client; correct?

4 A Correct.

5 Q And you said, "Why don't you ask Jake."  
6 Why did you say that?

7 A I must have said to Jake what I just said  
8 to you, which is that I was concerned about this.

9 Q Shouldn't he have been doing the same  
10 thing?

11 A He --

12 MR. FREEDMAN: Objection; assumes facts not  
13 in evidence, calls for a legal conclusion.

14 You can answer.

15 THE WITNESS: I don't know.

16 BY MR. CHEW:

17 Q Do you know what specifically Candace  
18 Hanson did with respect to Johnny's music  
19 activities?

20 A No, I don't.

21 Q Do you know how much time she spent?

22 A No, I don't.

23 Q Did you ever -- have you ever spoken with  
24 Candace Hanson?

25 A Maybe once or twice over the years.

1 Q Have you ever spoken with Jake about  
2 Candace Hanson?

3 A Yes.

4 Q What was the nature --

5 A I had just asked him initially what she was  
6 doing with Johnny and I was told she's their music  
7 liaison and that she would be helping on that front.

8 (Whereupon, Plaintiffs' Exhibit 249 was  
9 marked for identification by the  
10 Court Reporter.)

11 BY MR. CHEW:

12 Q Showing you what's been marked as  
13 Exhibit 249 for identification. It purports to be  
14 an e-mail from you to Joel Mandel, copy to Christi  
15 dated September 2, 2015.

16 Explain to us, please, what you were  
17 conveying here.

18 A I was told by Jake -- sorry.

19 I was told by Christi and Joel exactly what  
20 this e-mail says. I was told that either at the end  
21 of August -- no -- sometime in August, that in order  
22 to pay his debts, that he would need to make 25  
23 million dollars by the end of December 2015, in  
24 August.

25 Q And you're saying, "What are you doing,"



1 with five question marks.

2 A I'm saying that's never going to happen.

3 Q Did you discuss this with Jake Bloom?

4 A I'm sure I did.

5 Q Do you have any idea how he responded?

6 A No, I don't remember.

7 Q Was this before -- how many Tryon loans  
8 were there, if you know?

9 A I have no idea.

10 MR. FREEDMAN: Objection; calls for  
11 speculation.

12 BY MR. CHEW:

13 Q Was this before or after the first?

14 MR. FREEDMAN: Objection; calls for  
15 speculation.

16 THE WITNESS: I have no idea.

17 (Whereupon, Plaintiffs' Exhibit 250 was  
18 marked for identification by the  
19 Court Reporter.)

20 BY MR. CHEW:

21 Q Showing you, Ms. Jacobs, what's been marked  
22 as Exhibit 250.

23 Who is Andrew Thau?

24 A He is our COO of UTA.

25 Q When he's telling you on Thursday,

1 September 10, 2015: "I have the person for Jake to  
2 speak with," do you have any idea what he's  
3 referring to there?

4 A I have an idea; although, I might be wrong  
5 that it had to do --

6 Am I allowed to ask anyone about this?

7 MR. FREEDMAN: No.

8 THE WITNESS: I'm not exactly sure. I  
9 don't -- I'm not sure if it was for Johnny to get a  
10 loan or for us to help him with a loan. It was one  
11 or the other. It had to do with getting a loan and  
12 he was referring to whomever that head person was at  
13 the bank who was a decision maker.

14 BY MR. CHEW:

15 Q What, if any -- who is Fahar?

16 A Good question. I wish I could tell you.  
17 So I'll tell you what I know, which is he's somehow  
18 wormed his way into Johnny's life in Europe. His  
19 big claim to fame was being a friend of Saudi  
20 Princes and he was going to bring Johnny much money  
21 to the projects, which we couldn't raise money for,  
22 for Infinitum Nihil. To this day, I have no idea  
23 what he does. He's a fraud.

24 Q What is your basis for asserting that he is  
25 a fraud?

1           A       Everything he said and none of it came to  
2 pass.

3           Q       What did he say that did not come to pass?

4           A       He was going to raise millions of dollars,  
5 he was going to use the Saudi Prince's money to do  
6 that. And what happened is Johnny ended up spending  
7 several months in Ibiza and elsewhere vacationing on  
8 a boat with Saudi Princes.

9           Q       You have a good Catalan pronunciation.

10          A       Ibiza?

11          Q       Yes.

12          A       Thank you. Barcelona. There you go.

13          Q       I studied in Barcelona.

14                   (Whereupon, Plaintiffs' Exhibit 251 was  
15 marked for identification by the  
16 Court Reporter.)

17 BY MR. CHEW:

18          Q       Showing you, Ms. Jacobs, what's been marked  
19 for identification as Exhibit 251.

20                   Just ask you about the top e-mail from you  
21 to Christi, RE "The Ginger Man."

22                   What does "The Ginger Man" refer to?

23                   MR. FREEDMAN: Before you -- read the  
24 entire document that's in front of you before you  
25 the answer the question, please.

1 (Document reviewed by the witness.)

2 THE WITNESS: Okay. What's the question?

3 BY MR. CHEW:

4 Q The question is: What does "The Ginger  
5 Man" refer to?

6 A "Ginger Man" is another project that  
7 Infinitum Nihil was trying to bring to fruition and  
8 Fahar said that he could get the money.

9 Q And you're telling Christi on March 24th:  
10 "How do you want to deal with

11 this? I don't want to get  
12 involved with the bank."

13 What were you referring to?

14 A I'm referring to Fahar saying he could go  
15 to Banc of California and get a loan for Johnny that  
16 would financially subsidize the making of this film,  
17 which again, never happened.

18 Q Did Christi respond to your question: How  
19 do you want to deal with this?

20 A According to this, no.

21 Q When you said to her, "I don't want to get  
22 involved with the bank," what were you intending to  
23 convey?

24 A What I was conveying is that I don't trust  
25 Fahar. This is a terrible way of doing business and

1 he's a liar.

2 (Whereupon, Plaintiffs' Exhibit 252 was  
3 marked for identification by the  
4 Court Reporter.)

5 BY MR. CHEW:

6 Q Showing you what's been marked as  
7 Exhibit 252. Purports to be a message -- an e-mail  
8 from you to Jake Bloom, Christi Dembrowski, Joel,  
9 someone else.

10 A Michael Schenkman.

11 Q Michael Schenkman.

12 You say:

13 "Crossed to 208 million,"  
14 exclamation point.

15 Do you know what that refers to?

16 A The worldwide gross of the movie.

17 Q You said "Japan was" -- the movie was "Into  
18 the Woods"?

19 A Yes.

20 Q You say:

21 "Japan was huge."

22 I take it that's --

23 A It was a huge territory that did well for  
24 the movie.

25 Q You say:

1 "We are owed some back end,"  
2 exclamation point.

3 What were you referring to there?

4 A We were owed some back end and we were paid  
5 some back end, which continues to pay.

6 After this, I would like to take a break to  
7 go use the bathroom.

8 MR. CHEW: We can do it right now.

9 THE WITNESS: No. We can finish this last  
10 thing.

11 MR. CHEW: We still have a sandwich for  
12 you.

13 THE WITNESS: No.

14 THE WITNESS: Oh, Michael left. I didn't  
15 even see.

16 (Whereupon, Plaintiffs Exhibit 253 was  
17 marked for identification by the  
18 Court Reporter.)

19 BY MR. CHEW:

20 Q Showing you what's been marked as  
21 Exhibit 253. It's an e-mail from you to people at  
22 Lionsgate.

23 Who were Mr. Friedman and Mr. Feig?

24 A Rob Friedman at the time was the chairman  
25 of Lionsgate. He no longer is. And Eric Feig, I

1 believe, was the president and he no longer is.

2 Q And are you telling them here that Johnny  
3 thinks the script is great?

4 A No. I'm telling them that Gwyneth Paltrow  
5 thinks it is. That says "GP Mordechai," who starred  
6 in the movie with Johnny.

7 Q Gotcha.

8 You said I told her -- that's Gwyneth  
9 Paltrow --

10 A Uh-huh.

11 Q -- that Johnny took a financial haircut.  
12 What are you referring to here?

13 A That Johnny didn't get paid 20 million  
14 dollars; he got 15 with a back end instead.

15 Q What was the purpose of sending this  
16 e-mail?

17 A To confirm with the heads of the studio  
18 that we were doing everything we could to get the  
19 movie made, because "Mordechai" was actually a movie  
20 that Johnny and Christi developed that was put into  
21 turnaround from Warners, and I set it up with Jake  
22 at Lionsgate.

23 Q What did Jake do?

24 A Jake was very close to Robby Friedman and  
25 was very helpful and we set it up together very

1 quickly.

2 Q And this deal did get done?

3 A Yes. The movie got made.

4 MR. CHEW: Okay. Why don't we take a  
5 break.

6 THE WITNESS: That would be great.

7 THE VIDEOGRAPHER: We're going off the  
8 record. The time is 3:43 p.m.

9 (Whereupon, a recess was held  
10 from 3:43 p.m. to 3:59 p.m.)

11 THE VIDEOGRAPHER: We're back on the  
12 record. The time is 3:59 p.m.

13 BY MR. CHEW:

14 Q Good afternoon, again, Ms. Jacobs.  
15 When did you first meet Jake Bloom?

16 A I don't recall exactly.

17 Q What do you recall generally?

18 MR. FREEDMAN: About anything?

19 BY MR. CHEW:

20 Q About when you had met Jake Bloom?

21 A Must have been 20 or so years ago.

22 Q Do you remember the occasion on which you  
23 met him?

24 A No.

25 Q What matters, if any, have you worked on



1 with Bloom at Bloom Hergott besides those involving  
2 Mr. Depp?

3 MR. FREEDMAN: I'll instruct you not to  
4 answer as to the particular client names.

5 THE WITNESS: Sorry.

6 BY MR. CHEW:

7 Q You may answer.

8 A You just told me not to.

9 Q No.

10 MR. FREEDMAN: Client names. You can say I  
11 worked on client A, I worked on client B.

12 THE WITNESS: I worked on another client  
13 with him, but many, many years after he signed  
14 Johnny Depp.

15 BY MR. CHEW:

16 Q Was it just one?

17 A Uh-huh.

18 Q How many clients do you have in common?

19 A Now we --

20 MR. FREEDMAN: Objection; vague.

21 BY MR. CHEW:

22 Q At any time.

23 A I just have one.

24 Q When you were working with Mr. Depp, how  
25 often would you meet with Jake Bloom over the years?

1 A Not often.

2 Q Just when you had a deal?

3 A Yes. Or we had an occasional lunch. Most  
4 of it was done on the phone.

5 Q Did you e-mail with him?

6 A Yes.

7 Q How often?

8 A Depending on what we were doing, could have  
9 been every day.

10 Q Did you ever text with Mr. Bloom?

11 A No.

12 Q Did he not text?

13 A He doesn't e-mail or text. You do it  
14 through his assistant, who's extremely good at  
15 communicating.

16 Q How often, if at all, do you see Mr. Bloom  
17 socially?

18 A Occasionally.

19 Q How many times a year?

20 A Two or three.

21 Q When was the last time you saw or spoke  
22 with Mr. Bloom?

23 A It might have been an art opening in the  
24 last six months. I don't remember exactly.

25 Q What, if anything, did you discuss?

1 A Nothing.

2 Q You just said hello?

3 A Yeah. How are you?

4 Q Have you ever discussed this litigation  
5 with Mr. Bloom?

6 A No.

7 Q Did you ever discuss the TMG litigation  
8 with Mr. Bloom?

9 A No.

10 Q Since being dismissed by Mr. Depp, what  
11 conversations have you had with Mr. Bloom?

12 A About what?

13 Q About Johnny Depp.

14 A I try not to. I don't think I have, other  
15 than when he first dismissed me. He had not fired  
16 Jake; he fired me.

17 Q What conversations did you have with  
18 Mr. Bloom after Mr. Depp fired you?

19 A How upset I was.

20 Did he know anything about it?

21 Is he staying on?

22 Had Johnny fired him?

23 Q How did Mr. Bloom respond?

24 A He hadn't been fired, so I didn't get into  
25 it with him.

1 Q What did he say about whether he knew  
2 whether you had been dismissed?

3 A He said he felt terrible.

4 Q Did he say he knew about it?

5 A It sounded like he did.

6 Q But he didn't give you the heads-up?

7 A I don't think he knew.

8 Q I thought you said you thought he did know  
9 about it?

10 A No. I think he knew after the fact. I  
11 think the person that knew was Ed White who did not  
12 give me the heads-up.

13 Q When did you first meet Joel Mandel?

14 A When Christi hired him. I don't know how  
15 long he was with Johnny. That's the one I know  
16 least about.

17 Q Have you ever worked on any matters with  
18 Mr. Mandel despite -- besides Mr. Depp?

19 A No.

20 Q Did you know the terms on which Mr. Mandel  
21 or TMG was paid?

22 A No.

23 Q How often would you meet with Mr. Mandel?

24 A Rarely.

25 Q How often would you speak with him?

1           A       Not very often.  Everything was in e-mail.  
2    You see where he's copied.

3           Q       Do you ever have -- had you ever had any  
4    meetings where Mr. Mandel and Mr. Bloom and you were  
5    all present?

6           A       Not that I can recall.

7           Q       When you were representing Mr. Depp, did  
8    you ever work with any attorneys other than Bloom  
9    Hergott?

10          A       Yes.

11          Q       Who?

12          A       Blair Burke and Laura Wasser.

13          Q       And what were Blair Burke and Laura Wasser  
14    doing for Mr. Depp?

15          A       During his divorce action, Blair Burke was  
16    his criminal lawyer and Laura was his divorce  
17    lawyer.

18          Q       Other than Ms. Burke and Ms. Wasser, had  
19    you ever worked with any other lawyers for Mr. Depp  
20    other than Bloom Hergott?

21          A       No.

22                   MR. FREEDMAN:  Objection; vague and  
23    ambiguous.

24                   You can answer.

25                   THE WITNESS:  Not that I can recall.

1 BY MR. CHEW:

2 Q Did you ever work with Marty Singer in  
3 connection with Johnny Depp?

4 A I did speak to him very occasionally, yes.

5 Q What services did Mr. Singer provide for  
6 Mr. Depp?

7 A I don't know. I never hired him, but I  
8 presume it was to defend Johnny in some litigation.

9 Q Do you know the particulars of the  
10 litigation?

11 A No.

12 Q Other than Ms. Burke, Ms. Wasser and  
13 Mr. Singer, did you have any dealings with any other  
14 lawyers for Mr. Depp other than Bloom Hergott?

15 A Not that I remember, but maybe there is  
16 someone. I literally have no recollection.

17 Q So Ms. Burke and Ms. Wasser helped Mr. Depp  
18 in connection with his divorce from Amber Heard; is  
19 that correct?

20 A Yes.

21 Q What, if anything, did Mr. Bloom or Bloom  
22 Hergott do in connection with the divorce?

23 A I have no idea. I never spoke to Jake  
24 about the divorce.

25 Q So you don't know what he did or what he

1 did not do?

2 A No. I only spoke to Laura Wasser, Blair  
3 Burke and Christi Dembrowski.

4 MR. CHEW: Previously marked fortunately.  
5 This is Exhibit 206.

6 Hurt my surgically repaired elbow throwing  
7 these things.

8 (Whereupon, Plaintiff's Exhibit 206 was  
9 previously marked for identification by  
10 the Court Reporter.)

11 MR. FREEDMAN: Do you want her to read the  
12 whole thing?

13 THE WITNESS: Let me get back to you in a  
14 week from next Tuesday.

15 MR. CHEW: She wants to be here till 9:00.

16 THE WITNESS: I know what this is. I wish  
17 people would spell my name correctly.

18 It is the executed deal for the first  
19 "Pirates of the Caribbean."

20 BY MR. CHEW:

21 Q Do you know who prepared the first draft of  
22 this?

23 A Disney.

24 Q It says -- and to whom did Disney present  
25 this draft?

1 A To Jake.

2 Q To your knowledge, did -- it was Disney  
3 which came up with the front end and back end?

4 A Correct. But this isn't the deal that  
5 was -- ended up being agreed to. That's why Johnny  
6 was so upset.

7 Q Were -- the financial terms, did they stay  
8 the same from the beginning to the end?

9 A No.

10 Q How did they change?

11 A I think I said this earlier as well. He  
12 had to reduce his fee several million dollars in  
13 order to do "Pirates." What it says here is not  
14 what he got paid. So this could have been the first  
15 agreement, but it was not what ended up happening in  
16 the last moments before it happened. We were told  
17 by the studio that he was going to have to reduce  
18 from 10 million dollars to 6 1/2 million dollars.

19 Q Okay. Directing your attention to the  
20 first page under paragraph 2.

21 A Yes.

22 Q Is that a standard clause?

23 A Seems to be.

24 Q Did that change going forward?

25 A I'm not a lawyer. I have no idea.



1 Q Let's move ahead to Bates number 6959.

2 A 6959?

3 Q Yes.

4 A Okay. Is this Exhibit CB?

5 Q Yes.

6 A Uh-huh.

7 Q Do you know what this was about?

8 A No. I can't read it in five seconds and  
9 respond.

10 Q Take your time.

11 A This is not something ordinarily that I  
12 would be dealing with.

13 Q What would you be dealing with?

14 A I'd be dealing, as I said before, with the  
15 basic terms of negotiation. These are things that,  
16 frankly, for me are more legal related and what the  
17 lawyers would make the decisions on because they're  
18 more knowledgeable than I am.

19 Q Were you -- were there calls on which these  
20 terms were discussed?

21 A Endless.

22 Q Were you a party to those calls?

23 A Yes.

24 Q But sitting here today, you don't recall --

25 A Oh, I don't recall this particular exhibit,

1 no.

2 Q Which lawyers for Bloom Hergott were  
3 involved in the negotiation of this deal as it went  
4 forward?

5 A Other than Jake?

6 Q Other than Jake?

7 A Michael Schenkman.

8 Q Anybody else?

9 A Nope.

10 MR. CHEW: This has been previously marked  
11 as Exhibit 207, so you don't have to mark it again.

12 (Whereupon, Plaintiff's Exhibit 207 was  
13 previously marked for identification by  
14 the Court Reporter.)

15 BY MR. CHEW:

16 Q Have you ever seen this document before?

17 A I'm sure I have.

18 Q What is it?

19 A It's an acting agreement between the Walt  
20 Disney Corporation and Johnny Depp for his services  
21 on "Alice in Wonderland."

22 Q And, again, did the first draft come from  
23 Disney?

24 A Yep.

25 Q What do you remember about the negotiations

1 going forward for this movie?

2 A Specifically what are you referring to?

3 Q Well, you seem to have a recollection about  
4 the deal for the first "Pirates."

5 A The deal here is what the deal is that we  
6 made.

7 Q Right. But I'm saying --

8 A There might be changes that I can't divine  
9 by looking at all of this.

10 Q But unlike "Alice" where you recalled that  
11 the deal changed over time --

12 A Because he was an enormous star by the time  
13 "Alice" -- the deal was made. It was a much easier  
14 deal to make.

15 Q How much time did it take to finalize the  
16 deal from the time it was first sent to the time it  
17 was signed?

18 A I have no idea.

19 Q But you said it was easier than the last;  
20 correct?

21 A The deal itself was easier. That has  
22 nothing to do with how the contract is finally  
23 executed.

24 Q Do you have any understanding of how long  
25 it took to execute the contract?

1           A       No. But it got executed. Usually it takes  
2 quite a while with any client.

3           Q       But you don't recall in particular?

4           A       I do not.

5           Q       And the lawyers from Bloom Hergott who  
6 would have been involved with this are Mr. Bloom and  
7 Mr. Schenkman?

8           A       Correct.

9           Q       Anybody else?

10          A       Not that I know, no.

11          Q       Now, with respect to the back end, how does  
12 UTA calculate its 10 percent interest?

13                   MR. FREEDMAN: Objection; assumes facts not  
14 in evidence, calls for speculation.

15                   If you know.

16                   THE WITNESS: You want me to answer it?

17 BY MR. CHEW:

18          Q       Yes.

19          A       We collect 10 percent of all his  
20 receivables.

21          Q       Right.

22                   And so is that the audit process?

23          A       I don't understand.

24          Q       How do you keep track of the 10 percent?

25          A       Because we have accountants, we have many

1 people, he has a business manager. We didn't  
2 receive the checks. They went directly to his  
3 business manager. He would compute that and send us  
4 the checks.

5 Q Right. That's what I'm getting at.

6 But you have your own 10 percent interest  
7 in that, so I'm asking you whether UTA does any of  
8 its own independent auditing to make --

9 A I have no idea the answer to that.

10 Q Is it fair to say that you relied on  
11 Mr. Depp's business manager or Bloom Hergott to  
12 determine what the 10 percent was?

13 MR. FREEDMAN: Objection; vague and  
14 ambiguous.

15 You personally relied on?

16 THE WITNESS: I have nothing to do with an  
17 auditing process as far as checks being sent to UTA.  
18 They didn't come from us.

19 BY MR. CHEW:

20 Q You're on the board of your company; right?

21 A Yes. But I don't think if you asked any  
22 board member, they could explain to you the audit  
23 process between the business manager and the agent.

24 Q I'm not asking about the particulars.  
25 My question was: Does UTA do anything

1 independently to verify the back-end compensation?

2 A We have --

3 MR. FREEDMAN: Objection; vague and  
4 ambiguous.

5 You can answer.

6 BY MR. CHEW:

7 Q You may answer.

8 A We've helped people -- usually audits in  
9 the entertainment business are done by auditors.  
10 Clients will collectively group together. And in  
11 the case of any of Johnny's movies with Bruckheimer,  
12 Johnny and whoever else had major participation,  
13 particularly gross participation, and hire an  
14 outside auditor. The agencies don't do that.

15 Q Who, if anyone, at Bloom Hergott performed  
16 that function with respect to Johnny's film?

17 A Again, I don't understand the question.  
18 Jake's not an auditor.

19 Q What about Michael Schenkman?

20 A Neither one of them. No lawyer at a law  
21 firm is responsible for the auditing. Every lawyer,  
22 every law firm knows auditors and auditors are  
23 brought in independently of the particular specific  
24 lawyers to verify if the numbers are correct, which  
25 they usually aren't from the studio.

1 Q Who makes the decision to engage --

2 A In this case I really don't know, but I  
3 know they audited as a group several times and I'm  
4 sure still are.

5 Q So you're not familiar that Mr. Schenkman  
6 played that role at Bloom Hergott for Johnny?

7 MR. FREEDMAN: Objection; misstates  
8 testimony.

9 THE WITNESS: I have no idea.

10 MR. FREEDMAN: Calls for speculation.

11 THE WITNESS: I don't know.

12 BY MR. CHEW:

13 Q Did Mr. Schenkman ever send you any  
14 reminder notices concerning deadlines?

15 A About what?

16 Q About the audit process.

17 A Never. Neither has any lawyer.

18 Q Sitting here today, do you have any  
19 understanding of how many hours Mr. Bloom or Bloom  
20 Hergott would spend on a particular deal?

21 A No. But I can only imagine Johnny Depp  
22 took more hours than all of his clients combined.

23 Q And what is the basis for that?

24 A Because I know how much time and life force  
25 he drained from all of us.

1 Q Are you -- do you know all of Bloom  
2 Hergott's clients?

3 A No.

4 Q So you don't know how much life force that  
5 any one of them may have drained --

6 A I guess you could say --

7 MR. FREEDMAN: Objection; it calls for  
8 speculation on "life force."

9 THE WITNESS: -- speculation.

10 MR. CHEW: Well, she was the one who said  
11 it.

12 MR. FREEDMAN: We're planning on bringing  
13 in a life force testimony --

14 MR. CHEW: Good. You're going to need it.

15 THE WITNESS: After this testimony.

16 MR. FREEDMAN: Jedi.

17 BY MR. CHEW:

18 Q Do you have any idea how long it would take  
19 to modify a perk list for a particular film?

20 A No idea.

21 MR. FREEDMAN: Objection; asked and  
22 answered.

23 BY MR. CHEW:

24 Q Ms. Jacobs, you testified earlier about  
25 some of the payouts to the advisors made pursuant to



1 the Tryon loan.

2           Sitting here today, do you know whether  
3 Mr. Bloom ever discussed that with his client?

4           A     I have no idea.

5           Q     Do you have any idea what, if any,  
6 disclosures Mr. Bloom may have made to Mr. Depp  
7 about the Tryon loan?

8           A     That sounds like the same first question  
9 you asked me and my answer is going to be the same.  
10 I don't know. I would assume so, but I don't know.

11          Q     Do you know what role, if any, the law firm  
12 of Gibson Dunn played in that transaction?

13          A     No.

14          Q     Do you know who was supposed to be  
15 representing Mr. Depp in that transaction?

16               MR. FREEDMAN: Objection; calls for a legal  
17 conclusion, calls for speculation.

18               THE WITNESS: Nope.

19 BY MR. CHEW:

20          Q     Now, we can go through film by film, but  
21 generically speaking, when you said you involved  
22 Jake at the inception of the negotiations, who did  
23 what?

24          A     You're going to have to give me a more  
25 specific question. I think -- again, I've explained

1 that in several different questions you've asked,  
2 which is I would procure the job because it's  
3 against the law for a lawyer to do that and I would  
4 then immediately get in touch with Jake Bloom and  
5 start a conversation about the structure and  
6 strategy about how to do the deal best.

7 Q And then the studio would send the draft  
8 deal; correct?

9 A No. The studio would not immediately send  
10 a draft. That's the last thing you get.

11 Q Okay.

12 A The studio -- we would be on the phone  
13 together, Jake and I and whoever the head of that  
14 studio's business affairs was, and have a  
15 conversation with them about what we think the deal  
16 should be and what they think the deal should be and  
17 then it becomes a negotiation.

18 Q And after the negotiation, then the draft  
19 contract comes from the studio?

20 A No. You keep saying the draft comes in,  
21 like it's magic.

22 Q Well, walk us through the steps.

23 A The steps are: I get an offer. I call  
24 Jake. I say to Jake: I have an offer on "Alice."  
25 Let's talk about how much money he gets. So we

1 would strategize and structure.

2 If Jake had a relationship with Disney,  
3 which he did, very close one with a guy name Alan  
4 Bergman who is now co-chairman of the Disney  
5 Corporation since the Fox acquisition, and he would  
6 speak to them and we would discuss what we think is  
7 appropriate and how we would go about getting it.

8 And then we would get Disney's offer, then  
9 we would speak again and discuss what part of it  
10 makes sense, what doesn't and we would negotiate  
11 fees.

12 Q And what's the next step after that?

13 A You just keep negotiating. It goes on for  
14 some time. And you have to go back to the client to  
15 say: This is what we've been offered. You have a  
16 fiduciary responsibility.

17 That takes time, especially to get Johnny  
18 on the phone, which always took extra time, and  
19 usually we'd have to start with Christi by telling  
20 her the deal.

21 Q You refer to "fiduciary responsibility."  
22 What's that?

23 MR. FREEDMAN: Objection; calls for a legal  
24 conclusion.

25 MR. CHEW: It's her term.

1 THE WITNESS: I didn't realize I was a  
2 lawyer here.

3 Fiduciary responsibility is to the client  
4 so that we have a legal responsibility to inform the  
5 client about what is going to directly impact him or  
6 her in terms of a specific offer, solicitation,  
7 material, et cetera.

8 I hope I defined that correctly.

9 BY MR. CHEW:

10 Q Who had -- who had the fiduciary  
11 responsibility, you or Mr. Bloom?

12 A I think we both did. Although if it's a  
13 legal term, I guess you could say Jake, but I  
14 thought that agents had had the responsibility to  
15 report any and all information to the client so he  
16 or she could make a decision.

17 Q I think your explanation of fiduciary duty  
18 was better than Mr. Bloom.

19 MR. FREEDMAN: Move to strike as obnoxious.

20 MR. CHEW: Well, true.

21 MR. FREEDMAN: Again, obnoxious.

22 BY MR. CHEW:

23 Q Did there come a time when Mr. Depp asked  
24 UTA to give him a 20-million-dollar -- to give him  
25 20 millions dollars?

1 A Yes.

2 Q Tell us about that.

3 A I was in a meeting which he called for with  
4 Jake, Michael, Jim Berkus, Jeremy Zimmer who is the  
5 CEO of UTA, and I don't recall if Joel was there. I  
6 don't think he was because Johnny was complaining  
7 about him. This was four months before he fired us,  
8 four or five months, where he walked into the room  
9 almost two hours late, with a hat and sunglasses on,  
10 sat down and said: I want UTA to give me 20 million  
11 dollars. I've made enough money for them. I need  
12 20 million dollars now.

13 Q And who, if anyone, responded?

14 A I believe Jim Berkus did.

15 Q What did Mr. Berkus say?

16 A We're not in the business of giving people  
17 money. We can't do that. We're not a bank.

18 Q And what happened after that?

19 A Johnny got very angry and then said: Okay,  
20 give me 15 million dollars.

21 Q And what did Mr. Berkus say?

22 A It wasn't Berkus this time. It was Jeremy  
23 Zimmer who responded by saying: Johnny, we're happy  
24 to help you secure a loan, but we can't do that. We  
25 don't do that with any client. We have a business

1 we run. We can't give you or any client money.

2 Q Did UTA -- how did the meeting end?

3 A Not well, because we said no to his  
4 demands.

5 Q Well, how did it end?

6 MR. FREEDMAN: Objection; vague.

7 THE WITNESS: It ended because there was  
8 nothing more to say. We said that we would help  
9 him -- we would try and help him secure a loan,  
10 which theoretically I don't remember if Ed White was  
11 his -- I think it might have still been Joel. I'm  
12 not exactly sure -- that we would work with Jake and  
13 Joel Mandel to help him get a loan, which we did and  
14 we did help him secure a loan.

15 BY MR. CHEW:

16 Q Did UTA give a guarantee of a particular  
17 amount?

18 A Yes.

19 Q How much?

20 A 5 million dollars, which has still not been  
21 paid off.

22 Q Were you aware that TMG made a loan to  
23 Mr. Depp?

24 A Yes.

25 Q When was that?

1 A When was what?

2 Q When did TMG loan the money?

3 A I don't know when they did, but I'm aware  
4 that they did.

5 Q What do you know about it?

6 A All I know is what Christi Dembrowski told  
7 me, which is Joel loaned him 8 million dollars and  
8 that that was never fully paid back either.

9 Q And you have no idea when she told you  
10 that?

11 MR. FREEDMAN: Objection; misstates the  
12 testimony.

13 THE WITNESS: Not far along -- it wasn't a  
14 long time before he insisted we give him money.

15 BY MR. CHEW:

16 Q Did you ever have a conversation with  
17 Mr. Depp about the alleged domestic --

18 A Could you not speak with that in front of  
19 your face? I'm trying to look at you while you're  
20 speaking. Thank you.

21 Q Okay. Did you ever have a conversation  
22 with Mr. Depp about the alleged domestic abuse  
23 allegations by Amber Heard?

24 A No.

25 Q Didn't he deny that he had done that?

1 A Yes.

2 Q He denied that to you?

3 MR. FREEDMAN: Objection; misstates the  
4 testimony, asked and answered.

5 THE WITNESS: I discussed that in my last  
6 testimony. If you want me to go through it again, I  
7 would be happy to.

8 BY MR. CHEW:

9 Q You said you didn't have a discussion, then  
10 you said he denied it.

11 A No. I'm happy to say what my understanding  
12 is.

13 No, he never told me he committed that  
14 abuse.

15 Q Did he deny that he --

16 A Yes.

17 MR. FREEDMAN: I'm going to object as vague  
18 and ambiguous.

19 Are you asking did he deny it to her or did  
20 he deny in the press, or did he deny somewhere else?

21 BY MR. CHEW:

22 Q Did he deny it to you?

23 A We never spoke about it specifically. He  
24 wasn't really speaking to me at that time.

25 MR. CHEW: Why don't we take a break. Five



1 minutes.

2 THE VIDEOGRAPHER: We're going off the  
3 record. The time is 4:29 p.m.

4 (Whereupon, a recess was held  
5 from 4:29 p.m. to 4:38 p.m.)

6 THE VIDEOGRAPHER: We're back on the  
7 record. The time is 4:38 p.m.

8

9 EXAMINATION

10 BY MR. PETERSON:

11 Q You spoke in response to Mr. Chew's  
12 questions about where Mr. Depp was in his career  
13 when Jake came on board and started representing  
14 Depp.

15 Can you tell us where Jake Bloom was in  
16 terms of the legal community at that stage in terms  
17 of his representation.

18 A Stellar. Huge. As I've said before, with  
19 big stars, big clients, real movers and shakers in  
20 the business and I felt he could be extremely  
21 additive to the team.

22 Q And what was it that he brought  
23 specifically that you thought could be beneficial to  
24 somebody with a career where Mr. Depp's was at that  
25 point?

1 MR. CHEW: Object to the form of the  
2 question, calls for speculation from a non-lawyer.

3 THE WITNESS: Can I answer?

4 BY MR. PETERSON:

5 Q Yeah.

6 A His deal making prowess, which I worked  
7 with virtually every major lawyer in town with many  
8 other huge clients and some of the things Jake was  
9 able to do with and for Johnny I've never seen  
10 before.

11 Q And can you give us examples of that?

12 A Sure. I think the most enduring, which has  
13 changed the industry today, was the creation of  
14 what's known as the "Pirates's pool," which is  
15 starting on the first "Pirates" because they did not  
16 want to pay gross from first dollar, which is  
17 something Johnny had actually gotten before, Disney  
18 converted for the sake of the deal to something  
19 called -- that they -- Jake and the Disney business  
20 affairs, whoever those were at the time, the idea of  
21 a pool where all the gross participants would  
22 participate.

23 And the creation was something that in huge  
24 success -- which no one knew whether "Pirates" was  
25 going to be or not -- in huge success you could

1 actually make more on your back end than you would  
2 have in gross from first dollar. And because that  
3 was created, he actually ended up making millions  
4 and millions of dollars more.

5 And because of that definition, every  
6 studio has turned to the usage of pools because so  
7 few people are getting gross from first dollar  
8 anymore. That really, with almost no exception,  
9 although there are some cases, Jim Cameron and I'm  
10 sure Spielberg and some others, don't get it  
11 anymore. I mean, even Robert Downey with "Marvel"  
12 gets a fee, which is huge, although not as much cash  
13 as Jake and I were able to get for Johnny.

14 "Pirates 3, 4 and 5," the back ends were  
15 not bonuses the way they're done at "Marvel." They  
16 were actually based upon a pool of gross  
17 participants, including the studio. And they owned,  
18 in this case on most of "Pirates" movies, it was  
19 Gore Verbinski, Jerry Bruckheimer and Johnny Depp  
20 and they made a fortune and that was the first time  
21 the concept of pool was used and that came directly  
22 from Jake.

23 Q When you say "that came directly from  
24 Jake," what do you mean by that?

25 A What I mean is in the conversations that I

1 was having with him and our conversations with -- I  
2 just forget her name -- Bernie Brandis, Bernadine,  
3 actually, it's a woman, Brandis, B-R-A-N-D-I-S, and  
4 with others at the studio and business affairs, I  
5 believe it was Doug Carter and most consequentially  
6 with Alan Bergman, he was able to set up the  
7 structure, which has benefited not just Johnny to a  
8 gigantic extreme, but many other actors down the  
9 line at other studios. That was the first time  
10 something like that had happened.

11 Q You described in response to Mr. Chew's  
12 question the meeting that you put together to  
13 introduce Johnny to the people at --

14 A To Dick Cook at Disney.

15 Q -- to Dick Cook.

16 And then you described that after everybody  
17 was initially enthusiastic, it got a little off the  
18 rails, to use my term.

19 A Correct.

20 Q Can you describe Jake Bloom's role, if any,  
21 in keeping that project together and moving forward?

22 A He was very helpful in terms of structuring  
23 what was supposed to be a one picture, 10-million  
24 against 10 percent of first dollar deal, which is  
25 what, if you looked in the contract that you handed

1 me, was originally written, that at the last moment  
2 was reduced to 6 1/2.

3 But I believe, and I can't recall exactly,  
4 there were certain -- what's known as VIGS in the  
5 deal, V-I-G-S, in the deal which advanced Johnny  
6 money faster because he was giving up about 3 1/2  
7 million dollars up front to go for the 6 1/2.

8 So we were able -- actually, he made a  
9 fortune on the first "Pirates" where he took a much  
10 lesser fee and then he got paid way more on 2 and 3  
11 and then even more on 4 and 5.

12 Q Was going to -- sounds like you answered  
13 where I was going.

14 How much did that initial deal structure  
15 that you give at least a lot of credit to Jake set  
16 in stone that financial success that inert to  
17 Mr. Depp's benefit?

18 MR. CHEW: Object to the form of the  
19 question, calls for speculation.

20 THE WITNESS: I would say like 80 percent.

21 BY MR. PETERSON:

22 Q Are there other -- I don't want to go deal  
23 by deal.

24 Are there other examples you can think of  
25 that would be good examples of what those qualities

1 you thought Jake brought, really did bring?

2 A Obviously --

3 MR. CHEW: Objection to the form of the  
4 question, calls for speculation, vague.

5 THE WITNESS: Can I answer?

6 Obviously I was correct in my inclination  
7 based on what I knew about Jake; although, I had no  
8 other business with him, none, I had done my  
9 homework in terms of finding out what he had done  
10 creating the "Star Wars" model for George Lucas many  
11 years back, to many of the other deals he had made  
12 for Stallone and Schwarzenegger and so many other  
13 extremely huge producers and filmmakers that I felt  
14 he was the right guy, and I was right.

15 BY MR. PETERSON:

16 Q And would it be fair to say that in terms  
17 of your knowledge of the industry at that time,  
18 Jake's resume was as strong as any entertainment  
19 lawyer?

20 MR. CHEW: Objection to the form of the  
21 question, calls for speculation.

22 THE WITNESS: As strong, if not stronger.

23 BY MR. PETERSON:

24 Q One of the things you also talk about was  
25 the commitment that you had to make to take care of

1 Mr. Depp and you talked a little bit about Jake and  
2 his team.

3 Can you give us any idea of how much, for  
4 example, of your time was devoted to Mr. Depp?

5 A I think like for many years I would say 60  
6 to 75 percent.

7 Q And I would assume that that meant that --  
8 let me just ask this: Based on your working with  
9 Jake and his team, what observations would you make  
10 about their time commitment?

11 MR. CHEW: Objection to the form of the  
12 question, clearly calls for speculation.

13 THE WITNESS: I only know that Jake was  
14 available to me whenever I called. And if he wasn't  
15 there for whatever reason, I would hear back from  
16 him or get a call from his assistant saying he will  
17 call you approximately at this time, and he always  
18 did. For years we spoke at least once a day, every  
19 day, sometimes on weekends, and he was always  
20 available.

21 BY MR. PETERSON:

22 Q And I think you said it was your  
23 understanding based on conversations you had that  
24 Jake spent even more time than you did speaking  
25 with, for example, Christi?

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

3 The amount of time Jake may or may not have  
4 spent? Come on.

5 THE WITNESS: All I know is he spoke to  
6 Christi on an everyday basis several times a day  
7 based on what Christi told me, based on what Jake  
8 told me, and Johnny was not always accessible. And  
9 as I've said several times before, she was the  
10 conduit.

11 So as far as getting Johnny on the phone,  
12 it was the next best thing.

13 BY MR. PETERSON:

14 Q And you, I think, testified that the main  
15 person that you worked with besides Jake was Michael  
16 Schenkman?

17 A Correct.

18 Q And did you come to any -- form any views  
19 as to Michael's competence, responsiveness, things  
20 like that?

21 MR. CHEW: Objection to the form of the  
22 question, calls for speculation.

23 THE WITNESS: Michael is an extremely  
24 competent lawyer who's better than competent. He's  
25 a great lawyer. But frankly, I mean, Jake is one of



1 a kind.

2 MR. FREEDMAN: Did you get that on the  
3 record?

4 THE REPORTER: I didn't.

5 MR. FREEDMAN: He said "We would agree with  
6 that."

7 THE WITNESS: For different reasons.

8 BY MR. PETERSON:

9 Q Do you know of any lawyers that you would  
10 view in Jake Bloom's league as an entertainment  
11 lawyer that charged anything other than a 5 percent  
12 fee?

13 A No.

14 Q You said that you were generally aware  
15 going back many years of a need for money by  
16 Mr. Depp; is that accurate?

17 A Yes.

18 Q And with respect to the issue of taxes,  
19 what did you understand the issue to be, if you had  
20 any understanding at all?

21 A The only understanding I had is that he was  
22 always broke and the pressure was on me. That's how  
23 I understood it, was what was expected of me.

24 Q Did it ever come to your attention that tax  
25 returns were not being filed properly for Mr. Depp?

1           A     No.  Ed White told me that whenever Johnny  
2 left, but I had never heard that before.

3           Q     There's two different things, having enough  
4 money to pay for your taxes --

5           A     Un-huh.

6           Q     -- and not properly even filing your  
7 return.

8           A     Right.

9           Q     Do you have a sense -- or did you have a  
10 sense when you were representing Mr. Depp if there  
11 was an issue with respect to actually filing the tax  
12 return?

13          A     None.  No.  None.  No knowledge.

14          Q     And during the years that you represented  
15 Mr. Depp, did you hear criticisms from Mr. Depp of  
16 the services provided by anybody at the Bloom  
17 Hergott firm?

18          A     No.

19          Q     What about during that period of time, same  
20 question with respect to Mr. Mandel and his  
21 colleagues?

22          A     Only at the very end.

23          Q     So that would be --

24          A     Well, I can give a very specific example.  
25                When we were in this meeting after everyone

1 left, it was me, Jake and Johnny and Johnny was  
2 complaining about Joel Mandel hadn't returned his  
3 call or texted him back about a matter involving his  
4 daughter.

5 And I said to Johnny: Check your texts  
6 again.

7 Because knowing that Johnny never returned  
8 phone calls, rarely responded to texts or e-mails, I  
9 thought there was a distinct possibility Joel might  
10 have and Johnny just didn't notice.

11 As we went through his texts and he went  
12 back to look at Joel Mandel's text, he said: Oh.  
13 There were several texts relating to the matter that  
14 Johnny just hadn't read for days.

15 MR. CHEW: Move to strike all of that as  
16 nonresponsive and gratuitous.

17 THE WITNESS: Okay.

18 BY MR. PETERSON:

19 Q Over the years, were you ever at meetings  
20 where Mr. Mandel tried to explain to Mr. Depp where  
21 he was financially?

22 A No.

23 Q Did you get any documents from Mr. Mandel  
24 over the years that would have demonstrated where  
25 Mr. Depp was in terms of net worth, cash, anything

1 like that?

2 A No.

3 Q You mentioned that Jake had a role in  
4 dealing with Steve Spira and Alan Horn?

5 A Before Alan Horn moved to Disney.

6 Q Right.

7 A Yes. He was helpful.

8 Q Can you expand on those kind of  
9 relationships?

10 We talked about it a little earlier, but  
11 how those relationships were used -- how those kind  
12 of studio relationships were used by Jake to  
13 Mr. Depp's benefit.

14 A Because Jake was so respected and I  
15 consider myself an old timer, I'm 61 years old, so I  
16 have longstanding relationships, but Jake's  
17 longstanding relationships were several or many  
18 years longer than mine.

19 So he had the benefit of having been  
20 through so many deals on other clients that his  
21 relationships with those people who are the decision  
22 makers facilitated the deal making process and deals  
23 are never easy to make.

24 Q And would it be fair to say that your main  
25 communication linked to Mr. Depp was his sister?

1 A Yes.

2 Q And how did that come to be?

3 A Because Johnny just started -- this had  
4 started many, many years earlier, but during the  
5 times, it was expected and accepted that Johnny just  
6 would not respond to e-mails, texts or phone calls  
7 and she would return for him.

8 Q And if you needed his approval?

9 A She would get it.

10 Q And you relied on her?

11 A I had no choice.

12 Q Did you ever have a situation after the  
13 fact where Christi indicated that she had Mr. Depp's  
14 answer on something and it turned out that she had  
15 not given you an accurate recital of what Mr. Depp  
16 had decided?

17 MR. CHEW: Objection to the form of the  
18 question, calls for speculation.

19 THE WITNESS: I don't know. I don't think  
20 so, but I don't know.

21 BY MR. PETERSON:

22 Q But on a regular basis, you relied on her?

23 A Yes.

24 Q And you thought you could?

25 A I didn't want to, but I had no choice.

1 Q And why is that?

2 A Because he wouldn't return e-mails, texts,  
3 phone calls and I had no other choice. She was his  
4 sister.

5 Q And you were showed an e-mail where in  
6 2015, there was discussion about trying to get 25  
7 million dollars by the end of the year.

8 And in terms of your history with Mr. Depp,  
9 at that point in time, what were the factors that  
10 worked against trying to do that -- those kind of  
11 deals that fast?

12 A I don't understand the question.

13 MR. CHEW: Object to the form of the  
14 question.

15 I don't either.

16 BY MR. PETERSON:

17 Q Why did you think it was unrealistic to try  
18 to secure 25 million dollars in deals by the end of  
19 the year?

20 A Because it was August. Movies like the  
21 kind of prices where he was getting, 20 plus million  
22 dollars to perform in movies at that time were not  
23 just falling off of trees. There was no time, no  
24 notice and no one helped me. Other -- I shouldn't  
25 say no one helped me, but there was -- I couldn't

1 fictionalize jobs that didn't exist.

2 Q And by that point in time, had Mr. Depp's  
3 value in the marketplace changed?

4 A Yes.

5 Q How so?

6 MR. CHEW: I would object to the extent it  
7 calls for speculation.

8 THE WITNESS: It's actually not  
9 speculation.

10 But I'm going to say that at that time he  
11 had already appeared drunken and stoned on stage, on  
12 television, in front of a live audience, giving an  
13 award to somebody. And I got calls from every  
14 studio head the -- every studio head the next day  
15 saying: What the hell was wrong with your client?  
16 He would show up hours late and people didn't want  
17 to deal with his lateness, his not showing up, no  
18 one knew how he would show up and it became a  
19 serious problem. I mean very serious.

20 BY MR. PETERSON:

21 Q I assume what you're talking about there  
22 are not just the incident you mentioned on the award  
23 show, but prior --

24 A Yes.

25 Q -- history?

1 A Yes.

2 Q And what kinds of things would have --

3 A Every single movie. I would get calls on  
4 "Mordechai" which I believe was 2014 where I would  
5 get calls from Lionsgate, I would get calls from  
6 Gwyneth Paltrow because he just wouldn't show up.  
7 And that was a movie not only was he starring in, he  
8 was producing it, then he didn't show up to his  
9 press conference in Japan because he was sleeping.

10 MR. PETERSON: Nothing further.

11 MR. CHEW: I have some more questions --

12 THE WITNESS: Sure.

13 MR. CHEW: -- based on Mr. Peterson's  
14 examination.

15

16 FURTHER EXAMINATION

17 BY MR. CHEW:

18 Q If this was so horrible, why didn't you  
19 quit?

20 A A lot of money.

21 Q Yep.

22 A And the truth is, I loved him like a  
23 brother. And it was very disappointing to have him  
24 treat me the way he did.

25 Q When you speak of Mr. Bloom's contribution,



1 isn't it true that "Edward Scissorhands" was a huge  
2 success a decade before Mr. Bloom came on?

3 A No.

4 MR. FREEDMAN: Objection; asked and  
5 answered.

6 You can answer.

7 THE WITNESS: No.

8 MR. FREEDMAN: You can answer.

9 THE WITNESS: No. "Pirates of the  
10 Caribbean" made almost a billion dollars. "Edward  
11 Scissorhands" made a little bit over 100 million  
12 dollars world wide. It's a relative success for a  
13 guy coming off a television show called "21 Jump  
14 Street." There's no comparison.

15 BY MR. PETERSON:

16 Q And he was a TV star before you came on the  
17 scene?

18 A Right. And I made him into a movie star.

19 Q And you sought him out; he didn't seek you  
20 out?

21 A Correct. And he stood me up five times,  
22 but I didn't care.

23 Q And you didn't have a problem collecting  
24 the 65 million for your company?

25 MR. FREEDMAN: Objection; argumentative.

1 THE WITNESS: Is that really a question?

2 No.

3 BY MR. PETERSON:

4 Q No, you didn't have a problem?

5 A No. Until the end, at which time he didn't  
6 want to pay me on a 5-million-dollar advance. It's  
7 all available in texts for you to see; as it related  
8 to "Fantastic Beasts" where I secured for him a  
9 5-million-dollar advance and he wrote me a text,  
10 which I know you guys have, where he said why he  
11 wasn't going to pay it to us.

12 MR. FREEDMAN: For the record, those have  
13 been produced in the Mandel litigation.

14 BY MR. CHEW:

15 Q Ms. Jacobs, you described in answer to  
16 Mr. Peterson's questions that Jake spoke to  
17 Ms. Dembrowski once or twice a day; right?

18 A That's what I think.

19 Q You have no idea what they talked about;  
20 right?

21 A No.

22 Q Could have been --

23 A The weather.

24 Q Could have been the weather?

25 A Could have been.

1 Q Lawyers don't get compensated generally for  
2 nonlegal communications; right?

3 A Maybe you should ask Christi. All I know  
4 is it is a fact they spoke several times a day,  
5 according to her. So maybe she lied to me.

6 Q So what does that mean?

7 I mean, you don't know how long they talked  
8 and you don't know what they discussed, do you?

9 MR. FREEDMAN: Objection; argumentative.

10 THE WITNESS: What's your point? I'm  
11 sorry.

12 BY MR. CHEW:

13 Q You don't have to figure out the point.

14 You don't have any idea what they talked  
15 about; correct?

16 A No, I don't.

17 Q And you don't know how long they talked?

18 A No, I don't.

19 Q I believe you testified earlier you  
20 testified that Mr. Depp would not communicate with  
21 you or communicate with you -- he was not responsive  
22 to you; correct?

23 A Correct.

24 Q I believe you also testified, and correct  
25 me, that Mr. Bloom did not have that problem; right?

1           A       No, I didn't say that. I think everyone in  
2 his life with the exception of Christi had that  
3 problem. And even she would admit to me that she  
4 couldn't get him on the phone many times.

5           Q       With respect to Mr. Bloom's reputation,  
6 he's been fired by certain clients; correct?

7           MR. FREEDMAN: Objection; calls for  
8 speculation.

9           THE WITNESS: So have I.

10          BY MR. CHEW:

11          Q       Wasn't he fired by Sylvester Stallone?

12          A       I have no idea. I've heard that.

13          MR. FREEDMAN: Objection; calls for  
14 speculation.

15          THE WITNESS: I don't know.

16          MR. FREEDMAN: Answer what you know.

17          BY MR. CHEW:

18          Q       But that goes to his reputation as well;  
19 true?

20          MR. FREEDMAN: Objection; calls for a legal  
21 conclusion.

22          THE WITNESS: Let me explain.

23          BY MR. CHEW:

24          Q       It's yes or no.

25          MR. FREEDMAN: Let's not do this.

1           Either you know or you don't know.

2           THE WITNESS: I don't know.

3           MR. CHEW: That's all I have.

4           MR. PETERSON: Thank you.

5           MR. CHEW: Thank you.

6           MR. FREEDMAN: Same stipulation as always?

7           MR. CHEW: Yes.

8           THE VIDEOGRAPHER: This is the end of  
9 media 1. This is the end of the deposition of  
10 Ms. Jacobs. We're going off the record. The time  
11 is 5:01.

12           MR. PETERSON: I would like a copy and a  
13 rough.

14           MR. FREEDMAN: I would like a rough as  
15 well.

16           (Whereupon the deposition proceedings.  
17 were concluded at 5:01 p.m.)

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ACKNOWLEDGMENT OF DEPONENT

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I, TRACEY JACOBS, do hereby certify that I have read the foregoing transcript of my testimony taken on 5/13/19, and further certify that it is a true and accurate record of my testimony (with the exception of the corrections listed below):

Page	Line	Correction
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Signed under the pains and penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
TRACEY JACOBS

1 STATE OF CALIFORNIA )  
2 COUNTY OF LOS ANGELES ) ss.

3

4 I, D'Anne Moungey, C.S.R. No. 7872 in and  
5 for the State of California, do hereby certify:

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

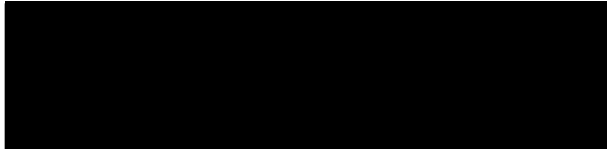
10 That said deposition was taken down by me  
11 in shorthand at the time and place therein named and  
12 thereafter reduced to typewriting under my  
13 direction, and the same is a true, correct, and  
14 complete transcript of said proceedings;

15 That if the foregoing pertains to the  
16 original transcript of a deposition in a Federal  
17 Case, before completion of the proceedings, review  
18 of the transcript { } was { } was not required.

19 I further certify that I am not interested  
20 in the event of the action.

21 Witness my hand this 28th day of May,  
22 2019.

23

24   
Certified Shorthand Reporter  
For the State of California

25

# ATTACHMENT 7





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# Transcript of Tracey Jacobs

**Date:** January 28, 2021  
**Case:** Depp, II -v- Heard

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1	that Johnny Depp would be in Pirates 6?	13:52:13
2	A No.	13:52:17
3	Q Did you have any communications with Debby	13:52:17
4	Lloyd or Aaron Burham during the time that you	13:52:31
5	represented Johnny Depp?	13:52:35
6	A Who are those people? I don't know.	13:52:37
7	Q They're nurses that work with Dr. Kipper.	13:52:39
8	A No.	13:52:43
9	Q How frequently did you communicate with	13:52:43
10	Christy Dembrowski during your representation of	13:52:47
11	Mr. Depp?	13:52:52
12	A Initially, quite a bit. She wasn't his	13:52:52
13	assistant until five or so years in. I think I'd	13:52:55
14	given this statement in my deposition prior. And	13:53:01
15	then in the last several years she was impossible	13:53:04
16	to get on the phone or email.	13:53:07
17	Q Ms. Jacobs, just so you know, I don't have	13:53:09
18	your prior deposition. We requested them of	13:53:20
19	Mr. Depp, they have not been provided to us. So	13:53:24
20	I'm at a disadvantage, I don't have those.	13:53:26
21	MR. CHEW: That's actually not true. You	13:53:32
22	should check with your office staff, Elaine. You	13:53:36

1 can do that during a break. You've got 13:53:40  
2 everything. 13:53:43  
3 MS. BREDEHOFT: Okay. 13:53:43  
4 Q Now, were you involved at all in the 13:53:43  
5 negotiation of the Christian Dior contract with 13:53:46  
6 Mr. Depp? 13:53:50  
7 A Yes. But it was another woman who ran the 13:53:50  
8 department named Lisa Jacobson, who's no longer at 13:53:53  
9 UTA. 13:53:59  
10 Q What was your understanding of what that 13:53:59  
11 contract was with Mr. Depp? 13:54:01  
12 A What do you mean what's my understanding? 13:54:04  
13 I know how much money he was going to make. 13:54:08  
14 Q Okay. How much money was Mr. Depp going 13:54:10  
15 to make on the Christian Dior contract? 13:54:13  
16 THE WITNESS: Am I okay to state this? 13:54:17  
17 MR. MARMORSTEIN: If you have a concern, 13:54:20  
18 maybe we should go off the record and we can talk 13:54:22  
19 about it. Can we take five minutes, Counsel? 13:54:25  
20 MR. CHEW: Certainly. 13:54:28  
21 MS. BREDEHOFT: Sure. 13:54:29  
22 THE VIDEOGRAPHER: Okay. It is 1:54 p.m. 13:54:30

1 Q And why not? 15:49:57

2 A Because as I just said, it was similar to 15:49:58

3 some of the events in his personal life with the 15:50:01

4 man -- the story itself about the lead. 15:50:05

5 MR. CHEW: Alex, if you would please move 15:50:14

6 ahead to Exhibit 9. 15:50:15

7 MS. BREDEHOFT: And, Ben, may I -- for all 15:50:22

8 of these UTAs that are labeled, may I just have a 15:50:24

9 blanket objection to them being referred to as not 15:50:27

10 being produced in discovery? 15:50:31

11 MR. CHEW: You certainly may, Elaine, but 15:50:33

12 they were all produced to your office prior to 15:50:36

13 this deposition. So you should, again, check with 15:50:39

14 them, because you got that and you got the 15:50:41

15 deposition transcripts, so -- 15:50:43

16 MS. BREDEHOFT: And I understand you've 15:50:46

17 said that, I haven't seen them, you might be right 15:50:47

18 I might be wrong, but if I'm right then I want to 15:50:50

19 preserve the objections. So I'm -- but I'm trying 15:50:53

20 to not to make this longer, I just want to have a 15:50:56

21 blanket objection and we can deal with it later. 15:51:00

22 MR. CHEW: Okay. Are we on -- yes, we're 15:51:03

1 CERTIFICATE OF SHORTHAND REPORTER-NOTARY PUBLIC

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

13  
14 IN WITNESS WHEREOF, I have hereunto set my hand  
15 and affixed my notarial seal this 5th day of  
16 February, 2021.

17  
18 My commission expires: June 18, 2023.

19  
20  

21 NOTARY PUBLIC IN AND FOR  
22 THE STATE OF MARYLAND

# ATTACHMENT 8

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA

JOHN C. DEPP, II

*Plaintiff,*

v.

AMBER LAURA HEARD,

*Defendant.*

Civil Action No.: CL-2019-0002911

**PLAINTIFF AND COUNTERCLAIM DEFENDANT JOHN C. DEPP, II'S RESPONSES  
AND OBJECTIONS TO DEFENDANT AND COUNTERCLAIM PLAINTIFF  
AMBER LAURA HEARD'S FOURTH REQUESTS FOR ADMISSION**

Pursuant to Rule 4:11 of the Rules of the Supreme Court of Virginia, Plaintiff and Counterclaim Defendant John C. Depp, II ("Plaintiff"), by and through his undersigned counsel, hereby responds and objects to Defendant and Counterclaim Plaintiff Amber Laura Heard's Fourth Set of Request For Admission (each, a "Request" and collectively, the "Requests"), dated February 4, 2021 and served in the above captioned action ("Action") as follows:

**GENERAL OBJECTIONS**

1. The following general objections and responses (the "General Objections") are incorporated into each specific objection and response as if fully set forth therein:
2. Plaintiff objects to the Requests to the extent they purport to call for information that: (a) is subject to the attorney-client privilege; (b) constitutes attorney work product; (c) includes information protected from disclosure based on common interest or a similar privilege; or (d) is otherwise protected from disclosure under applicable privilege, law, or rule. Plaintiff

will not provide such information in response to the Requests, and any inadvertent provision thereof shall not be deemed a waiver of any privilege with respect to such information.

3. Plaintiff objects to the Requests to the extent that they are vague and ambiguous and to the extent that they seek irrelevant information for which identification, collection, and review would be disproportionate to the needs of the case.

4. Plaintiff's responses to the Requests are made to the best of Plaintiff's present knowledge, information, and belief. These Responses are at all times subject to such additional or different information that discovery or further investigation may disclose and, while based on the present state of Plaintiff's knowledge and investigation, are subject to such additional knowledge of facts as may result from further discovery or investigation.

5. Plaintiff reserves all objections and rights with respect to the competency, relevance, materiality, privilege, or admissibility of Plaintiff's responses herein as evidence in any subsequent proceeding in, or hearing in connection with, this or any other action, for any purpose whatsoever.

### **OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS**

#### **Instructions**

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

**RESPONSE:** No objection.

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

**RESPONSE:** Plaintiff objects to this instruction as overly broad and unduly burdensome, to the extent that it requires production of documents from



individuals not under Plaintiff's control. Plaintiff will produce documents from a limited number of custodians to be negotiated with Defendant in good faith.

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

**RESPONSE:** No objection.

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

**RESPONSE:** Plaintiff objects to this instruction as overly broad and unduly burdensome, to the extent that it requires production of documents not within the possession, custody or control of Plaintiff. Plaintiff will produce documents from a relevant time period to be negotiated with Defendant in good faith. Plaintiff further objects to this instruction as vague and ambiguous.

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

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

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

**RESPONSE:** No objection.

7. If You assert a claim of privilege as to any of Your responses to the Requests, state the basis for the asserted privilege, specify the privilege claimed, and include in Your answer sufficient information to permit the Court to make an informed ruling on the claim of

privilege. If the claim relates to a privileged document, state the date, person or persons who prepared or participated in preparing the document, the name and address of any person to whom the document was shown or sent, the general subject matter of the document, the present or last known location and custodian of the original of the document, and the basis for the claim of privilege with respect to the document. If the claim of privilege relates to a communication, state the date( s ), place( s ) and person(s) involved in the communication, the subject matter of the communication, and the basis for the claim of privilege with respect to that communication. Reliance on any claim of privilege is subject to the Rules of this Court, including the production of a privilege log.

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

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

**RESPONSE:** No objection.

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

**RESPONSE:** No objection.

#### **Definitions**

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

**RESPONSE:** No objection.

b. *And/or.* The use of “and/or” shall be interpreted in every instance both conjunctively and disjunctively in order to bring within.

**RESPONSE:** No objection.

c. *Communication.* The term “communication” means any oral or written exchange of words, thoughts, or ideas to another person, whether person-to-person, in a group, by phone, text (SMS), letter, fax, e-mail, internet post or correspondence, social networking post or correspondence or by any other process, electric, electronic, or otherwise. All such Communications are included without regard to the storage or transmission medium (electronically stored information and hard copies are included within this definition).

**RESPONSE:** No objection.

d. *Complaint.* The term “Complaint” shall mean the Complaint filed by Plaintiff in this matter, currently pending before this Court.

**RESPONSE:** No objection.

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

**RESPONSE:** No objection.

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

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

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

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

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

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

i. ***Devices.*** The term “devices” is defined in its broadest terms currently recognized.

**RESPONSE:** No objection.

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

circulars, press releases, financial statements, calendars, diaries, trip reports, etc. A draft of a non-identical copy is a separate document within the meaning of this term.

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

k. ***ESI.*** “ESI” means electronically stored information.

**RESPONSE:** No objection.

l. ***Identify (with respect to documents).*** When referring to documents, to “identify” means to give, to the extent known, the (i) type and title of document; (ii) general subject matter; (iii) date of the document; and (iv) author(s), addressee(s), and recipient(s).

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

m. ***Identify (with respect to persons).*** When referring to a person, to “identify” means to give, to the extent known, the person’s full name, present or last known address, telephone number, and email address, and when referring to a natural person, additionally, the present or last known home address and telephone number. Once a person has been identified in accordance with this definition, only the name of that person need be listed in response to subsequent discovery requesting the identification of that person.

**RESPONSE:** No objection.

n. ***Identify (with respect to things).*** When referring to tangible or intangible things, to “identify” means to describe, to the extent known, the (i) type of thing; (ii) any unique identifiers pertaining to that thing (including, for example, corporate registration number, registered name, account number, username, serial number, email address, or any other unique characteristic); and (iii) the owner or controller of the thing.

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

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

**RESPONSE:** No objection.

p. ***Mr. Waldman.*** The term Mr. Waldman refers to Adam Waldman, who has entered an appearance as Mr. Depp’s counsel in this matter.

**RESPONSE:** No objection.

q. ***Performance.*** The term “Performance,” in relation to Mr. Depp, means any creative work in which Mr. Depp or his likeness is, was, will be, may be, or is contemplated to appear, whether or not in exchange for payment or other benefit to Mr. Depp, and includes (without limitation) any appearance (or potential appearance) by Mr. Depp in any film, TV series, product endorsement, advertisement, musical performance, or in-person appearance. To avoid doubt, a Performance includes any creative work in which it was contemplated that Mr. Depp or his likeness would be featured, even if the work was ultimately created without Mr. Depp or his likeness appearing.

**RESPONSE:** Plaintiff objects to this definition as overly broad and unduly burdensome, and to the extent that it seeks to impose burdens beyond what are required by the rules. Plaintiff further objects to this request to the extent that it seeks to include performances in which it was “contemplated” that Plaintiff be featured, as Mr. Depp cannot reasonably be expected to have knowledge of every performance in which third parties, whether known or unknown to Mr. Depp, contemplated featuring him.

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

**RESPONSE:** No objection.

s. ***Romantic Partners.*** The terms “Romantic Partners” shall mean any persons You have touched in a sexual manner in the past ten (10) years, meaning: (a) direct

contact between any part of Your body and another person's genitalia, anus, groin, breast, inner thigh, or buttocks; or (b) direct contact between any part of a third party's body and Your genitalia, anus, groin, breast, inner thigh, or buttocks.

**RESPONSE:** Plaintiff objects to this definition as overly broad and unduly burdensome, vague and ambiguous to the extent it seeks to impose burdens beyond those required by the Rules. This term is overly broad in its ten year scope, and vague and ambiguous in its use of the terms "direct contact" and "sexual manner." Plaintiff further objects to this term to the extent that it is inflammatory and harassing, assumes facts not in evidence, lacks foundation, calls for a medical and/or legal conclusion and seeks information unrelated to this case and that is unlikely to lead to the discovery of admissible evidence. Plaintiff will agree to meet and confer with Defendant regarding this term.

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

**RESPONSE:** No objection.

#### **REQUESTS FOR ADMISSION**

1. Please admit that the document produced as DEPP19191 and attached as **Exh. 1** is a true, genuine, and authentic copy of a December 14, 2012 email exchange between Tracey Jacobs and Christi Dembrowski.

#### **ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information

protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19191 appears to be a copy of an email between Tracey Jacobs and Christi Dembrowski. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

2. Please admit that the document produced as DEPP19194-19196 and attached as **Exh. 2** is a true, genuine, and authentic copy of May 23, 2013 emails between Tracey Jacobs and Christi Dembrowski.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and



general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19194-19196 appears to be a copy of an email between Tracey Jacobs and Christi Dembrowski. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

3. Please admit that the document produced as DEPP19207-19208 and attached as **Exh. 3** is a true, genuine, and authentic copy of December 29, 2013 emails between Tracey Jacobs and Christi Dembrowski.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19207-19208 appears to be a copy of an email between Tracey Jacobs and Christi Dembrowski. Because

Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

4. Please admit that the document produced as DEPP19209 and attached as **Exh. 4** is a true, genuine, and authentic copy of a September 2, 2015 email between Tracey Jacobs, Christi Dembrowski, and Joel Mandel.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19209 appears to be a copy of an email between Tracey Jacobs, Christi Dembrowski, and Joel Mandel. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

5. Please admit that the document produced as DEPP19210 and attached as **Exh. 5** is a true, genuine, and authentic copy of an October 23, 2015 email between Tracey Jacobs and Joel Mandel.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19210 appears to be a copy of an email between Tracey Jacobs and Joel Mandel. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

6. Please admit that the document produced as DEPP19211 and attached as **Exh. 6** is a true, genuine, and authentic copy of November 14, 2015 emails between Andrew Thau, Raul Anaya, Tracey Jacobs, Joel Mandel, and the email address danny@bhdrl.com.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible

evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19211 appears to be a copy of an email between Andrew Thau, Raul Anaya, Tracey Jacobs, Joel Mandel, and the email address danny@bhdri.com. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

7. Please admit that the document produced as DEPP19213 and attached as **Exh. 7** is a true, genuine, and authentic copy of January 19-20, 2016 emails between Tracey Jacobs, Andrew Thau, Joel Mandel, and Jeremy Zimmer.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to

Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19213 appears to be a copy of an email between Tracey Jacobs, Andrew Thau, Joel Mandel, and Jeremy Zimmer. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

8. Please admit that the document produced as DEPP19215 and attached as **Exh. 8** is a true, genuine, and authentic copy of a January 26, 2016 email between Tracey Jacobs, Jim Berkus, Jeremy Zimmer, Joel Mandel, and the email address jab@bhdrl.com.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff

further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19215 appears to be a copy of an email between Tracey Jacobs, Jim Berkus, Jeremy Zimmer, Joel Mandel, and the email address jab@bhdrl.com. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

9. Please admit that the document produced as DEPP19216 and attached as **Exh. 9** is a true, genuine, and authentic copy of February 12, 2016 emails between Tracey Jacobs, Joel Mandel, Christi Dembrowski, and the email addresses danny@bhdrl.com, mls@bhdrl.com, and jab@bhdrl.com.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing

specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19216 appears to be a copy of an email between Tracey Jacobs, Joel Mandel, Christi Dembrowski, and the email addresses danny@bhdl.com, mls@bhdl.com, and jab@bhdl.com. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

10. Please admit that the document produced as DEPP19217 and attached as **Exh. 10** is a true, genuine, and authentic copy of a March 7, 2016 email between Tracey Jacobs and Joel Mandel.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19217 appears to be a copy of an email between Tracey Jacobs and Joel Mandel. Because Plaintiff was not

included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

11. Please admit that the document produced as DEPP19218 and attached as **Exh. 11** is a true, genuine, and authentic copy of a March 9, 2016 email between Tracey Jacobs, Gueran Ducoty, Christi Dembrowski, Joel Mandel, Jenna Gates (Jacobs), and the email addresses danny@bhdrl.com and mls@bhdrl.com.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19218 appears to be a copy of an email between Tracey Jacobs, Gueran Ducoty, Christi Dembrowski, Joel Mandel, Jenna Gates (Jacobs), and the email addresses danny@bhdrl.com and mls@bhdrl.com. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.



12. Please admit that the document produced as DEPP19219-19224 and attached as **Exh. 12** are true, genuine, and authentic copy of February 2-5, 2016 emails between Emily Speak, David Kitchen, Linda Curtis, Joel Mandel, Andrew Thau, Nicholas R. Dumas, Kevin Wells, and Alyssa Gallo.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19219-19224 appears to be a copy of an email between Emily Speak, David Kitchen, Linda Curtis, Joel Mandel, Andrew Thau, Nicholas R. Dumas, Kevin Wells, and Alyssa Gallo. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is "a true, genuine, and authentic copy".

13. Please admit that the document produced as DEPP19225-19230 and attached as **Exh. 13** is a true, genuine, and authentic copy of the document titled "Agreement in Consideration of Guaranty" that was attached to the emails produced by Mr. Depp as DEPP19219-19224.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, Plaintiff admits that DEPP19225-19230 appears to be "a true, genuine, and authentic copy" of a document titled "Agreement in Consideration of Guaranty".

14. Please admit that the document produced as DEPP19233 and attached as **Exh. 14** is a true, genuine, and authentic copy of November 15, 2014 emails between Tracey Jacobs and Christi Dembrowski.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to

this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19233 appears to be a copy of an email between Tracey Jacobs and Christi Dembrowski. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

15. Please admit that the document produced as DEPP19234-19236 and attached as **Exh. 15** is a true, genuine, and authentic copy of February 26, 2015 emails between Tracey Jacobs and Christi Dembrowski.

**ANSWER:**

Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19234-19236

appears to be a copy of an email between Tracey Jacobs and Christi Dembrowski. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

16. Please admit that the document produced as DEPP19237-19238 and attached as **Exh. 16** is a true, genuine, and authentic copy of February 27, 2015 emails between Tracey Jacobs, Sean Bailey, and Christi Dembrowski.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19237-19238 appears to be a copy of an email between Tracey Jacobs, Sean Bailey, and Christi Dembrowski. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

17. Please admit that the document produced as DEPP19239 and attached as **Exh. 17** is a true, genuine, and authentic copy of April 14-15, 2015 emails between Tracey Jacobs, Scott Cooper, John Leshner, and Christi Dembrowski.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19239 appears to be a copy of an email between Tracey Jacobs, Scott Cooper, John Leshner, and Christi Dembrowski. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is "a true, genuine, and authentic copy".

18. Please admit that the document produced as DEPP19240-19253 and attached as **Exh. 18** is a true, genuine, and authentic copy of text messages between Tracey Jacobs and Edward White.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19240-19253 appears to be a copy of text messages between Tracey Jacobs and Edward White. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is "a true, genuine, and authentic copy".

19. Please admit that the document produced as DEPP19254-19300 and attached as **Exh. 19** is a true, genuine, and authentic copy of July 18-October 26, 2016 text messages between Tracey Jacobs and Mr. Depp.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to

this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits DEPP19254-19300 appears to be a copy of text messages between Tracey Jacobs and Mr. Depp.

20. Please admit that the document produced as DEPP19790 and attached as **Exh. 20** is a true, genuine, and authentic copy of an April 14, 2015 email between Magdolna Nyeso, Edward Allanby, Joel Mandel, Joe Kaczorowski, Robert Corzo, Neil Shah, Jacob Bloom, Sandra Spierenburg, and Maarten Melchor.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing

specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19790 appears to be a copy of an email between Magdolna Nyeso, Edward Allanby, Joel Mandel, Joe Kaczorowski, Robert Corzo, Neil Shah, Jacob Bloom, Sandra Spierenburg, and Maarten Melchor. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

21. Please admit that the document produced as DEPP19791-19795 and attached as **Exh. 21** is a true, genuine, and authentic copy of the attachment to the email produced by Mr. Depp as DEPP19790.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, Plaintiff admits that DEPP19791-19795 appears to be a copy of the attachment.

22. Please admit that the document produced as DEPP19797-19798 and attached as **Exh. 22** is a true, genuine, and authentic copy of April 14 and April 21, 2016 emails and an attachment between Robert Corzo, Neil Shah, Donald Starr, Danny Watts, and Stanley Buchtal.



**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19797-19798 appears to be a copy of emails between Robert Corzo, Neil Shah, Donald Starr, Danny Watts, and Stanley Buchtal. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is "a true, genuine, and authentic copy".

23. Please admit that the document produced as DEPP19801-19839 and attached as **Exh. 23** is a true, genuine, and authentic copy of a document dated August 7, 2002, titled "Memorandum of Agreement," and with the Subject "PIRATES OF THE CARIBBEAN/ JOHNNY DEPP/ACTOR."

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, Plaintiff admits that DEPP19801-19839 appears to be a copy of a document titled "Memorandum of Agreement," and with the Subject "PIRATES OF THE CARIBBEAN'/ JOHNNY DEPP/ACTOR."

24. Please admit that the document produced as DEPP19840-19843 and attached as **Exh. 24** is a true, genuine, and authentic copy of a document dated August 7, 2002 titled "GUARANTY."

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing

specific and general objections, Plaintiff admits that DEPP19840-19843 appears to be a copy of a document titled "GUARANTY."

25. Please admit that the document produced as DEPP19844-19849 and attached as **Exh. 25** is a true, genuine, and authentic copy of a document dated August 7, 2002 titled "FIRST MATE PRODUCTIONS, INC. ACTOR/LOAN-OUT STANDARD TERMS AND CONDITIONS."

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, Plaintiff admits that DEPP19844-19849 appears to be a copy of a document titled "FIRST MATE PRODUCTIONS, INC. ACTOR/LOAN-OUT STANDARD TERMS AND CONDITIONS."

26. Please admit that the document produced as DEPP19850-19852 and attached as **Exh. 26** is a true, genuine, and authentic copy of a document dated August 7, 2002 titled "RIDER TO THE STANDARD TERMS AND CONDITIONS FOR AN ACTOR (LOAN OUT)."

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the

discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, Plaintiff admits that DEPP19850-19852 appears to be a copy of a document titled "RIDER TO THE STANDARD TERMS AND CONDITIONS FOR AN ACTOR (LOAN OUT)."

27. Please admit that the document produced as DEPP19853-19865 and attached as **Exh. 27** is a true, genuine, and authentic copy of an August 7, 2002 document titled "Exhibit 'CB'".

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, Plaintiff admits that DEPP19853-19865 appears to be a copy of a document titled "EXHIBIT 'CB'".

28. Please admit that the document produced as DEPP19866-19876 and attached as **Exh. 28** is a true, genuine, and authentic copy of a document dated August 7, 2002 titled "RIDER TO EXHIBIT 'CB'".

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, Plaintiff admits that DEPP19866-19876 appears to be a true, copy of a document titled "RIDER TO EXHIBIT 'CB'."

29. Please admit that the document produced as DEPP19877-19887 and attached as **Exh. 29** is a true, genuine, and authentic copy of a document dated August 7, 2002 titled "Exhibit DRCB."

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, Plaintiff admits that DEPP19877-19887 appears to be a of a document titled "EXHIBIT DRCB."

30. Please admit that the document produced as DEPP19888-19897 and attached as **Exh. 30** is a true, genuine, and authentic copy of a document dated August 7, 2002 titled "RIDER TO EXHIBIT 'DRCB'."

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, Plaintiff admits that DEPP19888-19897 appears to be a copy of a document titled "RIDER TO EXHIBIT DRCB."

31. Please admit that the document produced as DEPP19906-19954 and attached as **Exh. 31** is a true, genuine, and authentic copy of a document dated August 28, 2008, titled "Memorandum of Agreement," and with the Subject "'ALICE IN WONDERLAND'/JOHNNY DEPP/ACTOR."

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because

the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, Plaintiff admits that DEPP19906-19954 appears to be “a true, genuine, and authentic copy” of a document titled “ALICE IN WONDERLAND'/JOHNNY DEPP/ACTOR.”

32. Please admit that the document produced as DEPP20019-20063 and attached as **Exh. 32** is a true, genuine, and authentic copy of an October 8, 2014 document titled "Tyron Management Services Limited."

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, Plaintiff admits that DEPP20019-20063 appears to be a copy of a document titled “Tyron Management Services Limited.”

33. Please admit that the document produced as DEPP20078 and attached as **Exh. 33** is a true, genuine, and authentic copy of a November 1, 2016 email from Michael Sinclair to Jacob Bloom, Edward White, Andrew Thau, Bryan Freedman, and the email address [ssroloff@caa.com](mailto:ssroloff@caa.com).

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible

evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP20078 appears to be a copy of an email from Michael Sinclair to Jacob Bloom, Edward White, Andrew Thau, Bryan Freedman, and the email address ssroloff@caa.com. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is a copy.

34. Please admit that the document produced as DEPP20079-20084 and attached as **Exh. 34** is a true, genuine, and authentic copy of the attachment to the email produced by Mr. Depp as DEPP20078.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff



further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP20079-20084 appears to be a copy of a letter addressed to Mr. Depp.

35. Please admit that the document produced as DEPP20086-20087 and attached as **Exh. 35** is a true, genuine, and authentic copy of September 30, 2015 emails between Tracey Jacobs and Christi Dembrowski.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP20086-20087 appears to be a copy of emails between Tracey Jacobs and Christi Dembrowski. Because

Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

36. Please admit that the document produced as DEPP20088 and attached as **Exh. 36** is a true, genuine, and authentic copy of a September 2, 2015 email between Tracey Jacobs, Joel Mandel, and Christi Dembrowski.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP20088 appears to be a copy of an email between Tracey Jacobs, Joel Mandel, and Christi Dembrowski. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

37. Please admit that the document produced as DEPP20089 and attached as **Exh. 37** is a true, genuine, and authentic copy of September 10, 2015 emails between Andrew Thau, Tracey Jacobs, Christi Dembrowski, and the email address danny@bhdrl.com.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP20089 appears to be a copy of emails between Andrew Thau, Tracey Jacobs, Christi Dembrowski, and the email address danny@bhdrl.com. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

38. Please admit that the document produced as DEPP20090 and attached as **Exh. 38** is a true, genuine, and authentic copy of March 24, 2016 emails between Bec Smith, Tracey Jacobs, Rena Ronson, Jim Meenaghan, Jeremy Landau, and Christi Dembrowski.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the

grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP20090 appears to be a copy of emails between Bec Smith, Tracey Jacobs, Rena Ronson, Jim Meenaghan, Jeremy Landau, and Christi Dembrowski. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

39. Please admit that the document produced as DEPP19205 and attached as **Exh. 39** is a true, genuine, and authentic copy of November 22, 2013 emails between Tracey Jacobs, Christi Dembrowski, Joel Mandel, Rachel Arlook (Jacobs), and the email addresses [jab@bhdrl.com](mailto:jab@bhdrl.com), [danny@bhdrl.com](mailto:danny@bhdrl.com), and [mls@nhdrl.com](mailto:mls@nhdrl.com).

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it

implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including relevance and hearsay, Plaintiff admits that the document appears to be a copy of an email among Tracey Jacobs and Christi Dembrowski. Plaintiff was not copied and is otherwise unable to admit or deny the authenticity.

40. Please admit that the document produced as DEPP19206 and attached as **Exh. 40** is a true, genuine, and authentic copy of December 6, 2013 emails between Tracey Jacobs and Joel Mandel.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or

work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including without limitation hearsay and relevance, Plaintiff admits that DEPP19206 appears to be a copy of emails between Tracey Jacobs and Joel Mandel. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

41. Please admit that the document produced as DEPP19212 and attached as **Exh. 41** is a true, genuine, and authentic copy of a November 16, 2015 email between Tracey Jacobs and Joel Mandel.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility,

including without limitation hearsay and relevance, Plaintiff admits that DEPP19212 appears to be a copy of an email between Tracey Jacobs and Joel Mandel. Because Plaintiff was not included on the communication, Plaintiff otherwise lacks sufficient knowledge to admit or deny whether the email is “a true, genuine, and authentic copy”.

42. Please admit that the document produced as DEPP19796 and attached as **Exh. 42** is a true, genuine, and authentic copy of April 18, 2016 emails between Jacob Bloom and Donald Starr.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including relevance and hearsay, Plaintiff admits that the document appears to be a copy of an email among Jacob Bloom and Donald Starr. Plaintiff was not copied and is otherwise unable to admit or deny the authenticity.

43. Please admit that the document produced as DEPP20064 and attached as **Exh. 43** is a true, genuine, and authentic copy of January 6-7, 2015 emails between Joe Kaczorowski, Danny Watts, and Donald Starr.

**ANSWER:**

Plaintiff objects to this request to the extent it seeks information that is in the possession, custody or control of Defendant or third parties. Plaintiff further objects to this request on the grounds that it is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to this request on the grounds and to the extent that it implicates private and/or confidential information that is not at issue. Plaintiff further objects to this request to the extent it seeks information that is available to and equally accessible to Defendant. Plaintiff further objects on the grounds Plaintiff is not included in this communication. Plaintiff objects to this request to the extent it seeks privileged information protected from disclosure, including information protected by the attorney-client privilege or work product doctrine and any other applicable privilege, immunity or protection. Plaintiff further objects to this request as the request is compound. Plaintiff objects to this request because the request does not have the specific document appended to the request. Subject to the foregoing specific and general objections, and specifically reserving all objections to admissibility, including relevance and hearsay, Plaintiff admits that the document appears to be a copy of an email among Joe Kaczorowski, Danny Watts, and Donald Starr. Plaintiff was not copied and is otherwise unable to admit or deny the authenticity.



Dated: February 25, 2021

Respectfully submitted,



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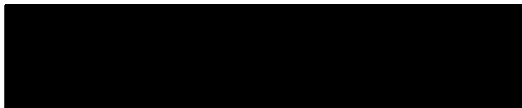
*Counsel for Plaintiff and  
Counterclaim Defendant John C. Depp, II*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 25th day of February 2021, I caused copies of the foregoing to be served via email (per written agreement between the Parties) on the following:

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