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

12 WILLIAM B. PITT, an individual, and
MONDO BONGO, LLC, a California
13 limited liability company,

14 Plaintiffs,

15 vs.

16 ANGELINA JOLIE, an individual, and
NOUVEL, LLC, a California limited
17 liability company,

18 Defendants.

CASE NO. 22STCV06081

[Hon. Lia Martin]

**DEFENDANT AND CROSS-
COMPLAINANT ANGELINA JOLIE'S
OPPOSITION TO PLAINTIFF AND
CROSS-DEFENDANT WILLIAM B.
PITT'S MOTION TO COMPEL
FURTHER RESPONSES AND
PRODUCTION OF DOCUMENTS**

*[Filed concurrently with Responsive
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22 AND RELATED CROSS ACTIONS.

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I. INTRODUCTION

In September 2016, Angelina Jolie filed to divorce Brad Pitt. In February 2021, to further their separation and after extensive negotiations, Jolie agreed to sell Pitt her half-interest in Chateau Miraval, the French property she and Pitt co-purchased in 2008 as a family home and business. As part of that sale, Jolie agreed to a relatively standard non-disparagement clause (“NDA”) limited to not disparaging Miraval’s wine business. But at the last minute, Pitt “stepped back” from his agreement to buy Jolie’s interest in Miraval, and the deal collapsed. The question at the heart of this case is why.

Jolie’s answer is that Pitt stepped back because, on March 12, 2021, as part of the couple’s ongoing child custody dispute, Jolie filed for the judge’s eyes only two “Offers of Proof” detailing the evidence of Pitt’s domestic violence against Jolie and their children. (Exh. 1 at 4 (Docket Sheet.)) When Jolie filed the evidence in the custody suit, she was careful to file it under seal so that no member of the public could see it. But Jolie’s sealed filing, which included emails, summaries of the family’s expected testimony, and other evidence, caused Pitt to fear that the information could eventually become public. For the previous five years, Jolie had *never* revealed to the public any details of Pitt’s abuse and related efforts to cover it up. Nevertheless, Pitt now demanded that Jolie contractually bind herself to that silence. To effectuate this demand, Pitt changed course and suddenly conditioned his purchase of Jolie’s share of Miraval on a greatly expanded NDA now covering Pitt’s ***personal misconduct, whether related to Miraval or not.***

Jolie rejected Pitt’s new expansive NDA, but still gave Pitt one last chance to buy her interest on the already agreed-upon terms, including the original NDA covering the business only. On June 2, 2021, Pitt responded by proposing an even harsher version of his expanded NDA. (Exh. 6 at 5.) With Pitt’s choice made, on June 15, 2021, Jolie notified him in writing that she intended to explore sales to third parties. (Exh. 8 at 2.) And in October 2021, she sold her interest to a subsidiary of the Stoli Group. Pitt retaliated by suing her.

Pitt has an entirely different story. As outlined in his motion to compel, Pitt ignores the March 12, 2021 Offers of Proof and his directly related decision to “step back” from the deal.

1 Instead, Pitt claims that on June 15, 2021, Jolie “[s]uddenly” and ostensibly out of nowhere
2 renege on the deal. (Mot. at 10.) As Pitt tells it, Jolie for some reason needed a “pretext” to
3 get out of the deal, and so she used the revised NDA as an excuse to back out. (*Id.* at 6, 10.)

4 Putting aside that Pitt’s narrative is directly contrary to the written contemporaneous
5 evidence, both Jolie and Pitt agree that there was a near “certain” deal for Pitt to purchase
6 Jolie’s interest in Miraval at the end of February 2021. (*See* Mot. at 8.) Both parties also agree
7 that by June 15, 2021, that deal collapsed. (Mot. at 10.) But what happened in the intervening
8 months is hotly disputed. At trial, the jury will have to resolve this important factual dispute.
9 To prove her case, Jolie will explain why Pitt so badly needed his revised and broadened NDA.
10 Pitt apparently intends to argue that, over the past two decades, Jolie had or at least considered
11 *other* NDAs with *other* people and entities, about *other* matters not in any way connected with
12 Pitt’s abuse. He says he wants to argue that since Jolie considered and/or entered *other* NDAs
13 over her lengthy career, his proposed NDA covering his spousal and child abuse couldn’t
14 possibly have been the reason the deal collapsed.

15 To effectuate this plan, Pitt now demands that Jolie review every contract she has ever
16 considered or entered over the last two decades to see if any contained any form of NDA (both
17 non-disparagement and non-disclosure). He asks this Court to compel her to produce every
18 single one where an NDA was a proposed or actual term, as well as all of the correspondence
19 and documents about these NDAs and why they were proposed or entered. The Court should
20 not agree to any of this. Jolie has never contended that all NDAs are problematic and does not
21 seek a blanket ruling on NDAs in her Cross-Complaint. Indeed, even in this case, she had
22 already accepted the limited NDA that covered only Miraval’s business. What Jolie objected to
23 was Pitt’s attempt to *expand* the agreed-upon NDA to cover Pitt’s personal conduct unrelated to
24 the winery. This specific demand for an expanded NDA to cover up his past abuse of Jolie and
25 their children is the basis of Jolie’s Cross-Complaint and her upcoming affirmative defenses.

26 The stark and obvious contrast between the NDA to which Jolie objected and the ones
27 that Pitt is now demanding Jolie review and produce is that none of these other NDAs were
28 covering up substantial physical and emotional abuse of Jolie and their children. Pitt’s

1 requested documents have no relevance to this case and zero ability to lead to the discovery of
2 admissible evidence. Pitt’s motion should be denied.

3 **II. RELEVANT FACTUAL BACKGROUND**

4 **A. Jolie and Pitt Jointly Purchase Miraval.**

5 In 2008, Jolie and Pitt purchased Miraval as a family home, holding their interests
6 separately through wholly-owned, single-purpose LLCs, Nouvel and Mondo Bongo. At the
7 time, Miraval was owned by a Luxembourg company called Quimicum, and the couple
8 purchased Quimicum’s stock—with Nouvel owning 40% and Mondo Bongo owning 60%. In
9 2013, Mondo Bongo and Nouvel executed a written contract in which Mondo Bongo
10 transferred 10% of Quimicum’s shares to Nouvel—making the two LLCs each 50% owners.

11 **B. The Facts Pitt Was Trying To Conceal With The Expansive NDA.**

12 Since Jolie filed for divorce in September 2016, she has focused squarely on helping
13 their family heal. As part of that focus, she steadfastly chose *not* to publicly disclose the details
14 of Pitt’s history of abuse and efforts to control her out of a wish to protect their family’s
15 privacy, and to respect Pitt as father of their children. It is extremely painful for Jolie and their
16 children to have to relive the abuse every time Pitt files something mischaracterizing the
17 reasons the Miraval deal cratered. Each time, Jolie must defend herself by doing exactly what
18 she never wanted to do: Publicly discuss the real reason the Miraval deal failed, which was
19 Pitt’s demand for an NDA to cover up his history of physical and emotional abuse of Jolie and
20 their family. This motion is just the latest example. To defend against the motion, Jolie must
21 demonstrate why Pitt’s new, expansive NDA is categorically different from every other NDA
22 Pitt is now demanding she locate and produce. Unlike every other NDA, this NDA was
23 objectionable because it was Pitt’s attempt force Jolie’s silence about his history of abuse,
24 control, and cover-up directed toward Jolie and their children.

25 **1. Pitt’s Abuse and Cover-Up.**

26 The Cross-Complaint, relying in part on a lengthy and detailed FBI report, describes
27 some of the egregious facts Pitt was hoping to bury. Jolie has not wished to publicly detail
28 Pitt’s history of abuse, and even for this opposition, she respectfully directs the Court to her

1 previously filed allegations detailing the first time Pitt physically abused the children, which
2 prompted her to leave him. (*See* Cross-Complaint, ¶¶ 17-22.) The Cross-Complaint describes
3 a father’s terrifying actions against his family—including children as young as eight years
4 old—on a chartered flight where the family literally had no place to run and no place to hide.
5 The conduct caused significant and ongoing post-traumatic stress. At trial, Jolie will prove
6 through testimony, emails, photographs, and other evidence why Pitt was so concerned about
7 his own misconduct that he blew up his own deal to purchase Jolie’s interest in Miraval because
8 she refused to agree to his new, expansive NDA.

9 When the flight landed, unbeknownst to Jolie, a still-unknown flight-crew member
10 reported Pitt’s violence to the authorities. The FBI and the Department of Children and Family
11 Services (“DCFS”) then independently opened investigations, and both agencies conducted
12 interviews. The FBI found probable cause to charge Pitt with a federal crime. (*Id.* at ¶ 22.)
13 Although the U.S. Attorney’s Office ultimately declined to press charges, the FBI’s later
14 internal review concluded that the investigation and charging decision repeatedly violated
15 Jolie’s and their children’s victims’ rights.

16 Through it all, Jolie never pressed charges and never publicly discussed Pitt’s actions, as
17 she believed the best course was for Pitt to accept responsibility and help the family recover
18 from the post-traumatic stress he caused. Sadly, that did not happen. Instead, Pitt denied his
19 abuse to authorities, and for years allowed unnamed “close” sources to publicly deny that abuse
20 for him, all while privately denying the children appropriate trauma-related care. Still, Jolie
21 never publicly discussed Pitt’s actions and, instead, continued to focus on helping their children
22 physically and emotionally heal.

23 **C. The Custody Hearing.**

24 After their separation, Jolie agreed to joint custody and never sought sole custody,
25 believing Pitt would come to understand the harm he perpetrated, undergo the counseling
26 California requires of those who abuse family members, and allow their family to heal even as
27 the parties were no longer together. She still holds this hope for treatment and healing for their
28 family. But Pitt never came to this understanding and not only sought 50-50 custodial time—

1 including with children with whom he had not had a stable relationship in years—but also sole
2 custody if the children did not sufficiently bond with him. Despite this distressing request, Jolie
3 still did not seek sole custody. Instead, she advocated that the children’s wishes and needs be
4 prioritized, based in part on what the children felt they could do, and for a custody plan
5 formulated in the children’s best interest to heal.

6 The parties previously agreed to adjudicate this custody issue using a retired, private
7 judge: the Honorable John Ouderkirk. In California, every judge, including a private judge, has
8 an ethical duty to disclose all personal and professional relationships with the parties and their
9 counsel, including personal and financial ties that would lead a reasonable person to question
10 the judge’s objectivity. As the custody hearing approached, Jolie learned that Judge Ouderkirk
11 had significant yet *undisclosed* financial dealings with Pitt’s attorneys. Once Jolie forced the
12 judge to belatedly disclose his significant financial conflicts, she sought to disqualify him and,
13 on November 20, 2020, she filed a petition in the Court of Appeal for his disqualification.

14 But while that petition was still pending, Pitt demanded the custody hearing go forward
15 anyway. Judge Ouderkirk agreed with Pitt and, over Jolie’s objection, that hearing went
16 forward on various dates from January to March 2021. In this hearing that was closed to the
17 public, Jolie sought to introduce evidence of Pitt’s history of physical abuse of the family and
18 control abuse of Jolie, as well as evidence of Pitt’s conduct toward the children. Some of their
19 children over 14 years old sought to testify on their preferences on child custody, which they
20 have the right to do per Family Code section 3042, but Pitt objected to allowing their input.
21 Despite the legal relevance and obvious importance of Pitt’s physical abuse of his own children
22 and the children’s preferences on custody, Judge Ouderkirk sided with Pitt and refused to allow
23 *any* children to give their testimony, even in a closed hearing and despite their wish to speak.

24 To perfect her right to appeal Judge Ouderkirk’s biased and facially unfair ruling, on
25 March 12, 2021, Jolie filed two related evidentiary proffers: (1) an “Offer of Proof and
26 Authority re Testimony Regarding Domestic Violence,” and (2) an “Offer of Proof and
27 Authority re Testimony Regarding Testimony of Minor Children.” (Exh. 1 at 4.) To ensure
28 that no member of the public could access these documents, Jolie filed both proffers under seal.

1 **D. The Agreement In Principle And The NDA.**

2 While the custody hearing was proceeding, Jolie and Pitt were simultaneously
3 negotiating how to end their business relationship at Miraval. On February 25, 2021, after
4 extensive negotiations, Jolie and Pitt reached an agreement where Pitt would purchase Jolie’s
5 interest for \$54.5 million. (Exh. 2 at 1.) The agreement included a simple non-disparagement
6 clause “relating to the wine business.” (*Id.*) After reaching this agreement, the parties started
7 the process of reducing it to writing. In the midst of this drafting process, on March 12, 2021,
8 Jolie filed her Offers of Proof under seal.

9 The sealed filings prompted near-daily telephone calls between Jolie’s European lawyer,
10 Laurent Schummer, and Pitt’s European lawyer, Franck Le Mentec. In these calls, Le Mentec
11 expressed relief that Jolie had not shared any information publicly, but also conveyed that Pitt
12 was extremely worried about public disclosure of the facts disclosed in the Offers of Proof. On
13 March 18 and again on March 26, 2021, Le Mentec notified Schummer that, for these reasons,
14 Pitt wished to “step back from the agreement.” (*Id.* at 2.)

15 On April 6, 2021, Schummer summarized and outlined these discussions in a letter,
16 writing that Jolie was “upset and hurt” that the deal was no longer moving forward. (*Id.*)
17 “Most hurtful to her of all,” Schummer wrote, “was the reasoning given, and the reference
18 made to recent reports that during sealed legal proceedings currently taking place in California,
19 [Jolie] had submitted offers of proof relating to domestic violence.” (*Id.*) Schummer knew
20 exactly what this “step back” was—economic coercion and silencing—and noted in his letter:
21 “The position taken comes close to an attempt to influence the course of future events relating
22 to those or other proceedings, by suggesting that any public knowledge of information
23 regarding the family situation would be a reason for abrogating the agreement.” (*Id.*) What
24 stood out was “the fact that information regarding domestic violence is not – or should not – be
25 new to *all the parties* concerned.” (*Id.*) Instead, as Schummer emphasized, the only “new
26 development is the presentation of evidence” to the court. (*Id.*) Schummer noted that Jolie had
27 never publicly spoken about Pitt’s abuse behavior “and has no intention of speaking.” (*Id.*)

28 Nevertheless, on April 16, 2021, Pitt responded by sending a revised offer that

1 contained a new expansive NDA. (Exh. 3.) That new NDA required Jolie to make “a
2 commitment not to publicly denigrate Miraval Provence and its direct and indirect shareholders
3 including Mr. W B P, Mr. Marc Perrin and Familles Perrin SAS”—and removed the previously
4 agreed-upon limitation that the NDA cover only Miraval’s business. (*Id.* at 5.)

5 In response, on May 9, 2021, Schummer sent a revised offer to Le Mentec in which he
6 politely but forcefully refused the new language by “spell[ing] out” that the NDA had to be
7 limited to “a spirit of mutual assurance *relating to Miraval*,” which was what the parties had
8 agreed to in February. (Exh. 4 at 1 (emphasis added).) Schummer also provided a new NDA
9 that expressly covered Miraval’s business and *not* Pitt’s personal conduct: “Each Party
10 undertakes to not publicly and intentionally denigrate *the Business*, or solely in their role and
11 capacity pertaining to *the Business*, its direct and indirect shareholders, including Ms. Angelina
12 Jolie, Mr. William Bradley Pitt, Mr. Marc Perrin and Familles Perrin SAS” for three years, the
13 maximum length permitted by French law. (*Id.* at 5 (emphasis added).)

14 For the rest of May, Pitt never formally responded to Jolie’s May 9 offer. On May 28,
15 2021, Schummer gave notice to Le Mentec that the May 9 proposal without the personal NDA
16 was “the final one” and gave Pitt until May 31, 2021, to accept it. (Exh. 8 at 2, June 15 letter.)
17 On May 30, 2021, Jolie had still not heard back from Pitt and lamented the original February
18 25, 2021 agreement’s imminent collapse: “I have tried to sell [Miraval] to b[rad] as per our
19 agreement but he’s really not being fair and also a lot of punishing restrictions.” (Exh. 5.)

20 On June 2, 2021, Le Mentec sent over a further revised proposal. (Exh. 6.) But rather
21 than move toward Jolie’s position, Pitt now demanded an even more onerous NDA:

22 “At no time for [four years], and, on a good faith basis, any period thereafter, shall
23 the Parties (i) make any statements, or take any other actions whatsoever, to
24 disparage, defame, or compromise the goodwill, name, brand or reputation of
25 Miraval Provence or any of its affiliated or direct and indirect shareholders,
26 including Ms. Angelina Jolie, Mr. William Bradley Pitt, Mr. Marc Perrin and
27 Familles Perrin SAS or (ii) commit any other action that could likely injure, hinder
28 or interfere with the Business, business relationships or goodwill of Miraval
Provence, its affiliates, or its direct and indirect shareholders.”

(*Id.* at 5.) By design, the new expansive NDA prohibited Jolie from speaking (other than in
court) about Pitt’s abuse of Jolie and their children by attempting to tie Pitt’s personal

1 reputation to Miraval’s business. Jolie refused to sign it, and, by June 3, 2022, the deal was
2 dead: “Looks like I will not sell to b[rad]. . . .”¹ (Exh. 5 at 1.)

3 In light of the years of denials and gaslighting, Pitt’s coercive demand for a broadly
4 worded NDA to protect himself from his own misconduct was emotionally devastating to Jolie.
5 For years, she voluntarily refrained from publicly discussing any of the details of Pitt’s abuse,
6 and his response was to now try to contractually impose that silence forever. Pitt’s attempt was
7 cruel and caused Jolie to nearly shutdown. But his actions confirmed that for her personal
8 emotional health, she had to exit Miraval. She then signed a power of attorney authorizing
9 Schummer to take over that process.

10 On June 13, 2021, Schummer notified Le Mentec that Jolie would no longer partake in
11 the negotiations as a direct result of Pitt’s “abusive” tactics and the use of “sweeping” language
12 to limit Jolie’s “freedom to speak.” Still, she was willing to agree to the NDA covering Pitt but
13 only “in relation to the Miraval Provence business.” (Exh. 7 at 1.) On June 15, 2021, Schummer
14 sent a formal letter to Le Mentec explaining that the new NDA “largely extended in scope (above
15 and beyond rose, above and beyond France, above and beyond the Miraval brand),” which was
16 “completely unacceptable.” (Exh. 8 at 2.) Schummer concluded that “Enough is enough,” and
17 that Jolie considered herself “free from any negotiations with you” and “free to pursue any other
18 transactions that [Jolie] would deem appropriate to undertake.” (*Id.*)

19 On June 25, 2021, Jolie gave notice to Pitt that she was going to ask the court in the
20 divorce case to lift the automatic temporary restraining order placed on the couple’s assets as a
21 result of the divorce filing (“ATROs”). (Exh. 9 at 1.) When Pitt’s counsel asked Jolie’s
22 counsel to confirm whether the request was in relation to Jolie selling her interest in Miraval to
23 someone else, Jolie’s counsel answered unequivocally: “Yes.” (*Id.*) As part of these email
24 exchanges, Jolie’s counsel also notified Pitt’s counsel that Jolie was in negotiations with a
25 buyer, including negotiations over an exclusivity agreement.

26
27
28 ¹ The text, sent on June 3, 2021, reads: “Looks like I will not sell to b and so I would love
my team to talk to your lady and tell them where we are at so she can give some general
thoughts. I would love to meet her.” (Exh. 5 at 1.)

1 Meanwhile, on June 29, 2021, Judge Ouderkirk issued his final custody ruling, which
2 the Court of Appeal nullified just three weeks later (on July 23, 2021). The appellate court
3 ruled that Judge Ouderkirk had violated his ethical duties to Jolie by failing to disclose his prior
4 financial dealings with Pitt’s side. This ruling also nullified the June 29 decision, meaning the
5 50-50 custody ruling never took effect. *Jolie v. Superior Court*, 66 Cal.App.5th 1025, 1037 n.3
6 (2021). Jolie and Pitt have had no further litigation over child custody.

7 Ultimately, on September 8, 2021, Pitt *stipulated* to lifting the ATROs, but not before
8 he started the process of secretly and illegally transferring shares in Miraval Provence (the
9 subsidiary that owned the winery) from Chateau Miraval to the Perrin Family. The obvious
10 purpose of the secret transfer was to try to wrest Jolie’s co-ownership and control of Miraval
11 Provence from her, and give full control to Pitt’s good friend, Marc Perrin. Even though Pitt
12 had a fiduciary duty to disclose in advance to Chateau Miraval’s owners the contemplated
13 transfer of the shares, he never did. In discovery, Pitt does not dispute he made the transfer and
14 that, not coincidentally, the transfer secretly gave the Perrins control. Pitt’s transfer was grossly
15 illegal. Unaware of Pitt’s unlawful dealings with the Perrin family, on October 4, 2021, Jolie
16 sold Nouvel to Tenute del Mondo, a subsidiary of Stoli Group.

17 **E. Pitt’s SAC, Jolie’s Cross-Complaint, And Pitt’s Answer.**

18 On February 22, 2022, Pitt filed his original complaint, and he has since amended it
19 three times. On April 8, 2024, he filed his operative Third Amended Complaint (“TAC”). The
20 TAC includes numerous allegations concerning the various NDAs proposed by the parties and
21 their meaning and impact on Pitt’s agreement to purchase Jolie’s 50% share. (TAC ¶¶ 86-91.)
22 The TAC alleges that “in the wake of the adverse custody ruling, [Jolie] no longer wanted to
23 sell to Pitt” (*id.* at ¶ 92), and that when Jolie sold Nouvel to Tenute del Mondo, “Jolie sought to
24 inflict harm on Pitt.” (TAC ¶ 8.) Pitt further characterizes Jolie’s sale as “vindictive” and
25 “malicious,” (*id.* at ¶¶ 102, 125, 162), and he requests punitive damages against Jolie “in an
26 amount sufficient to sanction this conduct and deter those who would commit or knowingly
27 seek to profit from similar actions, now and in the future.” (*Id.* at ¶ 261.)

28 Through these allegations, Pitt places directly at issue the reason why Jolie and Pitt were

1 unable to reach agreement on Pitt purchasing Jolie’s interest in Miraval. The TAC also places
2 at issue Jolie’s intent regarding why she did not agree to Pitt’s revised NDA and instead sold to
3 Tenute del Mondo. The scope of the new, expanded NDA, why Pitt wanted it, and why Jolie
4 refused to agree to it, all explain her and Pitt’s actions and their respective states of mind.

5 On October 4, 2022, Jolie filed her Cross-Complaint seeking a declaration that, if a
6 consent or veto right existed to Pitt’s secret, unspoken, unwritten, and unknown-to-Jolie
7 implied agreement (which Jolie adamantly denies), Pitt rendered that right unconscionable,
8 void, and against public policy when he conditioned his purchase of Jolie’s interest in Miraval
9 on an expanded NDA prohibiting Jolie from speaking about Pitt’s physical and emotional abuse
10 of her and their children outside of court. (Cross-Complaint, ¶ 42.). Jolie alleges that Pitt
11 stepped back from the deal in response to Jolie filing the Offers of Proof, (*id.* at ¶ 28), and that
12 her deal with Pitt fell apart over his demand for a new extensive NDA covering his personal
13 misconduct. (*Id.* at ¶¶ 30-33.) In response, Pitt denies “generally and specifically, each and
14 every allegation set forth in Jolie’s Cross-Complaint” (Answer, ¶ 1.)

15 **F. Pitt’s Discovery Requests.**

16 Jolie has not yet filed an answer. When she does, she will allege numerous affirmative
17 defenses based on Pitt’s attempt to condition his purchase of Jolie’s interest in Miraval on her
18 agreeing to an expanded NDA covering his personal misconduct, including unclean hands,
19 waiver, estoppel, breach of the implied covenant of good faith and fair dealing, and
20 unconscionability. But it is also important to note what Jolie does not contend. Jolie does not
21 contend that all NDAs are problematic, or that there is anything inherently wrong with them, or
22 that Pitt’s original limited NDA was objectionable. Instead, what Jolie objected to was Pitt’s
23 *newly expanded* NDA that now covered his personal misconduct. Jolie contends that Pitt’s
24 demand for an NDA to cover his appalling conduct not only freed her of any theoretical
25 obligation to sell to him, but separately serves as a basis for numerous affirmative defenses.

26 Pitt has no real answer to the documented record in this case. His current narrative is
27 that Jolie used his insistence on a personal NDA as a pretext to back out of the deal. To prove
28 this, he wants to take discovery on every NDA Jolie or any of her businesses ever contemplated

1 or entered over nearly two decades of her career, and he served four discovery requests that are
2 the subject of his motion. These requests seek: (1) all NDAs (defined to include both non-
3 disparagement and non-disclosure) to which Jolie is or ever was a party; (2) all documents
4 reflecting the reason Jolie agreed to these NDAs; (3) all draft and final NDAs Jolie, Jolie’s
5 agents, or Jolie’s companies proposed or entered; and (4) all documents reflecting the reason(s)
6 Jolie, her agents, or her companies proposed these NDAs. (Pitt’s Exh. 1, RFP Nos. 1-4.) He
7 seeks these documents from January 1, 2007, through the present. (*Id.* at instruction L.) In
8 response, Jolie objected, but as a compromise, agreed to produce any NDAs contemplated or
9 entered “*between Jolie and Pitt*” as well as any related drafts and correspondence, as the only
10 NDAs that could even possibly relate to his lawsuit. (Pitt’s Exh. 2, Response Nos. 1-4.) But
11 Pitt refused to limit his demands in any way, and the parties engaged in months of meet and
12 confer exchanges. (Pitt’s Exhs. 3-7). Pitt never backed down, and now moves the Court to
13 compel Jolie to produce these documents.

14 The Court should deny the motion in its entirety. Pitt’s requests seek documents that
15 are neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.
16 The requests also stomp all over both Jolie’s privacy rights and the privacy rights of every
17 single person or entity with whom Jolie or any of her related companies ever entered or even
18 contemplated a contract containing an NDA. This includes agreements with studios, sponsors,
19 service professionals, employees, and independent contractors (among others) over nearly two
20 decades of Jolie’s career. Pitt’s request for this information is abusive and should be denied.

21 **III. LEGAL ARGUMENT**

22 **A. Legal Standard.**

23 “[A]ny party may obtain discovery regarding any matter, not privileged, that is relevant
24 to the subject matter involved in the pending action or to the determination of any motion
25 made in that action, if the matter is itself admissible in evidence or appears reasonably
26 calculated to lead to the discovery of admissible evidence.” C.C.P. § 2017.010. Evidence is
27 relevant “if it might reasonably assist a party in evaluating its case, preparing for trial, or
28 facilitating a settlement. Admissibility is not the test, and it is sufficient if the information

1 sought might reasonably lead to other, admissible evidence.” *Glenfed Dev. Corp. v. Superior*
2 *Court*, 53 Cal.App.4th 1113, 1117 (1997).

3 “In the more specific context of a request to produce documents, a party who seeks to
4 compel production must show good cause for the request pursuant to [C.C.P.] § 2031(1), but
5 where there is no privilege issue or claim of attorney work product, that burden is met simply
6 by a fact-specific showing of relevance.” *Id.* But discovery is not unlimited. “The courts
7 shall limit the scope of discovery if it determines that the burden, expense, or intrusiveness of
8 that discovery clearly outweighs the likelihood that the information sought will lead to the
9 discovery of admissible evidence.” C.C.P. § 2017.020.

10 **B. Pitt’s RFPs 1-4 Seek Documents That Are Not Discoverable.**

11 Pitt’s four document requests (the “Requests”) do not seek discoverable documents.
12 Document discovery is proper only when the proponent makes a “fact-specific showing of
13 relevance.” *Glenfed*, 53 Cal.App.4th at 1117. Pitt offers four justifications for seeking Jolie’s
14 NDAs with other people about other matters: (1) Jolie’s NDAs with other people using
15 “similar language” to the NDA Pitt proposed would show that his proposal was not abusive
16 (mot. at 14); (2) the scope of NDAs Jolie entered with her home employees would bear on the
17 abusive scope of Pitt’s proposed NDA (mot. at 14); (3) Jolie’s reasons for asking other people
18 for NDAs bears on the reasonableness of Pitt’s request for an NDA (mot. at 14-15); and (4)
19 Jolie’s objections to the Requests go to the evidentiary weight and not discoverability. None
20 of these arguments establish a fact-specific showing of relevance.

21 First, Pitt’s attempt to show relevance by comparing the NDAs’ language is not
22 probative of anything. There is a stark difference between an NDA Jolie entered with a movie
23 studio or an employee, and an NDA her abusive ex-husband tried to force her to sign to bury
24 his criminal conduct. Even assuming the Court could fashion an appropriate definition of what
25 “similar language” is, that line of reasoning will not lead to evidence that will assist the jury in
26 resolving whether Pitt was attempting to leverage his purchase of Miraval into silencing Jolie
27 about his abusive behavior. None of these other NDAs are remotely comparable.

28 Second, Pitt’s related argument that Jolie asking *others* to enter NDAs covering aspects

1 of her private life is probative of Pitt asking Jolie to be silent about criminal conduct *he*
2 *committed* is another false equivalence. If Jolie hired someone to prepare meals for her family
3 inside her home and asked that person to enter an NDA so that person would not disclose to
4 the tabloids what her family ate every day (mot. at 14), that particular NDA has no relevance
5 to how Jolie felt when Pitt demanded she sign an NDA silencing her from speaking about her
6 own life and the painful events she experienced at Pitt’s hands. Those third-party contracts
7 also will never lead to evidence about the NDA Pitt demanded and its impact on Jolie.

8 Pitt’s third argument justifying his request for all documents reflecting the reasons
9 Jolie asked for NDAs fails for similar reasons. Again, even assuming Jolie sought NDAs from
10 third parties to protect her own business interests, that fact will not assist the trier of fact in
11 determining whether Jolie’s reaction to Pitt’s proposed NDA was genuine or pretextual. It will
12 not justify or undermine Pitt’s request, nor will it justify or undermine Jolie’s reaction to that
13 request. These are other contracts with other parties about other matters. They will have no
14 bearing on this case one way or the other. This is true even if these documents were to help
15 Jolie. Suppose the terms or factual background (or both) are in fact materially different—Jolie
16 could not use other contracts to prove her reaction was not pretextual either.

17 Finally, Pitt’s argument that Jolie’s objection goes to the weight of this evidence is
18 wrong. Pitt claims his Requests are “laser-focused on the NDAs themselves” (mot. at 15), but
19 that is not true. Pitt is not seeking just “NDAs themselves,” which is itself grossly overbroad.
20 He is seeking all “non-disclosure or non-disparagement” agreements, even drafts that were
21 never entered (RFPs 3, 4), all communications regarding them (RFP 4), and all documents
22 “concerning” why they were entered (RFPs 2, 4). That is the opposite of “laser-focused.”

23 Moreover, even seeking just the NDAs is inappropriate. Jolie does not contend that all
24 NDAs are offensive or unenforceable, or that even the original NDA covering just Miraval was
25 in any way problematic. Instead, she contends only that Pitt’s *expanded* NDA—demanded in
26 response to Jolie’s sealed filings—was deeply offensive to her, and his insistence on this new
27 term the reason the deal collapsed. While Pitt is free to argue at trial that he did not seek the
28 NDA because of Jolie’s sealed filings, he cannot do so by pointing to *other* agreements Jolie

1 had with *other* people about *other* matters for the previous *sixteen* years. That is precisely the
2 burdensome, expensive, and intrusive discovery that “clearly outweighs the likelihood that the
3 information sought will lead to the discovery of admissible evidence.” C.C.P. § 2017.020.

4 The factual dispute in this case is about why Jolie’s sale to Pitt collapsed. Pitt can and
5 has sought all of Jolie’s communications about his desired NDA, her communications with the
6 Stoli parties about selling Nouvel to them, and all of the documents concerning why Jolie did
7 not sell to Pitt. But what Pitt cannot do is attempt to resolve this factual dispute with other
8 actual and potential contracts Jolie had with other people about other matters for the last
9 sixteen years. That approach will not only fail to resolve what happened between February
10 and June 2021, but will create a series of mini-trials for each and every contract Pitt hopes to
11 use. Such mini-trials would be on issues not remotely relevant to any issue in dispute here.

12 **C. Pitt’s RFPs 1-4 Invade Jolie’s And Third Parties’ Rights To Privacy.**

13 Pitt’s Requests also seriously invade Jolie’s privacy and the privacy rights of third
14 parties. When assessing a claimed privacy right, the “privacy interests [must] be specifically
15 identified and carefully compared with competing or countervailing privacy and nonprivacy
16 interests in a ‘balancing test.’” *Hill v. Nat’l Collegiate Athletic Ass’n*, 7 Cal.4th 1, 37 (1994).
17 As a starting point, courts must first “place the burden on the party asserting a privacy interest
18 to establish its extent and seriousness of the prospective invasion, and against that showing
19 must weigh the countervailing interest the opposing party identifies.” *Williams v. Superior*
20 *Court*, 3 Cal.5th 531, 557 (2017). “In weighing the privacy interests of the third party, the trial
21 court should consider the nature of the information sought, its inherent intrusiveness, and any
22 specific showing for a need for privacy, including any harm that disclosure of the information
23 might cause.” *In re Marriage of Williamson*, 226 Cal.App.4th 1303, 1319 (2014).

24 By their nature, Pitt’s Requests seek to intrude on Jolie’s privacy. The Requests seek
25 contracts between Jolie (or any of her entities) and any other person or entity. Most, if not all,
26 of these agreements will be employment-related contracts that include Jolie’s compensation or
27 compensation she paid to third parties. These third parties have their own privacy rights, and
28 Pitt is not giving them any notice whatsoever to allow them to protect their rights, nor does he

1 even acknowledge that these other persons and entities even have any privacy rights here.

2 Against this sensitive information, Pitt has little countervailing interest in obtaining
3 these documents to set up an argument that is simply not relevant to this case. Moreover, any
4 negligible relevance is greatly outweighed by Pitt’s intrusion into Jolie’s and these third
5 parties’ privacy rights, with the balance in favor of protecting privacy rights—made all the
6 more compelling because such evidence has virtually no chance of being admitted at trial.

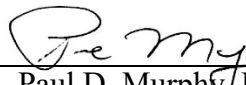
7 Pitt wants to argue that because Jolie agreed to enter NDAs with other people, she
8 could not have been bothered by the NDA Pitt demanded she sign.² But each and every one of
9 these other NDAs involve separate people, different interests, and unique facts. None will
10 involve NDAs that prohibit Jolie from speaking about Pitt’s abuse of her and their children.
11 Forcing Jolie to spend the time and expense of gathering and producing all of this
12 documentation is expensive, wasteful, and unreasonable—and the latest manifestation of Pitt’s
13 abusive conduct toward Jolie. The Court should not allow it.

14 **IV. CONCLUSION**

15 Pitt’s motion illustrates the harm and humiliation victims of domestic violence face in
16 Court. Because Jolie dares to raise the issue as a defense in this case, Pitt seeks to dig up nearly
17 two decades of contractual relationships to supposedly “impeach” her reaction to Pitt’s attempt
18 to cover up his abuse. Pitt wants to argue that Jolie entered NDAs with others, so there was no
19 harm in Pitt demanding an NDA to cover his abuse. But there is a fundamental and obvious
20 difference: In none of those other NDAs was Pitt trying to silence abuse of his own family. The
21 Court should not validate this dangerous argument. This case will be decided by evidence
22 concerning Miraval and the dealings between Pitt and Jolie—not by Jolie’s dealings with third
23 parties on topics having nothing to do with Miraval’s sale. Pitt’s motion should be denied.

24 DATED: April 25, 2024

MURPHY ROSEN LLP

25 By: 
26 Paul D. Murphy Daniel N. Csillag
27 Attorneys for Defendant and
Cross-Complainant Angelina Jolie

28 ² Pitt’s attempt to use specific past instances of Jolie’s conduct to prove her conduct on this occasion is not only irrelevant, but barred by Evidence Code sections 786, 787, and 1101(a).

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PROOF OF SERVICE

I, **Christina M. Garibay**, declare:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 100 Wilshire Boulevard, Suite 1300, Santa Monica, California 90401-1142, (310) 899-3300.

On **April 25, 2024**, I served the document(s) described as **DEFENDANT AND CROSS-COMPLAINANT ANGELINA JOLIE’S OPPOSITION TO PLAINTIFF AND CROSS-DEFENDANT WILLIAM B. PITT’S MOTION TO COMPEL FURTHER RESPONSES AND PRODUCTION OF DOCUMENTS** on the interested parties in this action:

SEE ATTACHED SERVICE LIST

BY ELECTRONIC SERVICE: I caused the above-document(s) to be served via the Los Angeles Superior Court’s electronic service provider, One Legal.

BY E-MAIL: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be sent to the persons at the email addresses listed above or on the attached service list. I did not receive within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on **April 25, 2024**, at Santa Monica, California.



Christina M. Garibay

SERVICE LIST

William B. Pitt, et al. v. Angelina Jolie, et al.
Los Angeles Superior Court Case No. 22STCV06081

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