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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  
13 MONDO BONGO, LLC, a California  
limited liability company,

14 Plaintiffs,

15 vs.

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

18 Defendants.

CASE NO. 22STCV06081

*[Hon. Lia Martin]*

**DEFENDANT AND CROSS-  
COMPLAINANT ANGELINA JOLIE'S  
NOTICE OF MOTION AND MOTION  
TO COMPEL FURTHER RESPONSES  
FROM WILLIAM B. PITT TO FIRST  
SET OF REQUESTS FOR  
PRODUCTION OF DOCUMENTS**

*[Filed concurrently with (i) Declaration of  
Paul D. Murphy, Exhibits (ii) Separate  
Statement, and (iii) (Proposed) Order]*

Date: August 1, 2024

Time: 9:00 AM

Dept.: 3

21  
22 AND RELATED CROSS ACTIONS.  
23

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*PRINTED ON RECYCLED PAPER*

*ANGELINA JOLIE'S MOTION TO COMPEL FURTHER RESPONSES FROM WILLIAM B. PITT*

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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

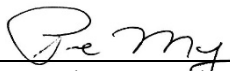
2 **PLEASE TAKE NOTICE** that on August 1, 2024, at 9:00 a.m. or as soon thereafter as  
3 the matter may be heard in Department 3 of the above-entitled court, located at 111 North Hill  
4 Street, Los Angeles, California, 90012, defendant and cross-complainant Angelina Jolie will  
5 and hereby does move to compel plaintiff and cross-defendant William B. Pitt to further  
6 respond to Jolie's First Set of Requests For Production Of Documents, Requests 1 through 54.

7 Jolie's motion is made for good cause pursuant to Code of Civil Procedure section  
8 2031.310 *et. seq.* as the documents she seeks are highly relevant and also reasonably likely to  
9 lead to the discovery of admissible evidence. Jolie makes this motion after extensively meeting  
10 and conferring with Pitt over the course of many months, including both telephonically and by  
11 exchanging written correspondence concerning Jolie's Requests. (*See* Declaration of Paul D.  
12 Murphy, ¶¶ 13-22, Exhs. 12-24.) Further, this motion is timely. Pursuant to a written  
13 stipulation between Jolie and Pitt, Jolie's deadline to bring this motion is April 5, 2024. (*Id.* at ¶  
14 21, Exh. 23.)

15 This motion is based on this Notice of Motion and Motion; the accompanying  
16 Memorandum of Points and Authorities; the Declaration of Paul D. Murphy with accompanying  
17 exhibits; the pleadings filed in this action; and upon any other evidence and arguments that may  
18 be received by the Court at or before the hearing on this motion.

19  
20 DATED: April 4, 2024

MURPHY ROSEN LLP

21  
22 By:   
23 Paul D. Murphy  
24 Daniel N. Csillag  
25 Stella Chang  
26 Attorneys for Defendant and  
27 Cross-Complainant Angelina Jolie  
28

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1 **I. INTRODUCTION**

2 In September 2016, Angelina Jolie filed to divorce Brad Pitt. In February 2021, to  
3 further their separation and after extensive negotiations, Jolie agreed to sell Pitt her half-interest  
4 in Chateau Miraval, the French property she and Pitt co-purchased in 2008 as a family home and  
5 business. As part of that sale, Jolie agreed to a relatively standard non-disparagement clause  
6 (“NDA”) limited to not disparaging Miraval’s wine business. If that sale had been completed,  
7 this lawsuit never would have happened. But at the last minute, Pitt “stepped back” from his  
8 agreement to buy Jolie’s interest in Miraval, and the deal collapsed. The question at the heart of  
9 this case—and at the center of this motion—is why.

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

23 To Jolie, Pitt’s demand for a new sweeping NDA was a culmination of years of denial  
24 and coverup and a stinging affirmation of his inability to appreciate how his conduct had so  
25 greatly damaged their family. For years, Pitt had used Jolie’s voluntary silence against her,  
26 relying on it to deny his misconduct, cover up his dishonesty with authorities, and gaslight her  
27 and their children in the press, all to protect his own career and interests. His actions were  
28 deeply hurtful, prevented the children from receiving appropriate care for victims of domestic

1 violence, and greatly undermined Jolie’s and their children’s efforts to heal.

2 But that was only part of the reason the new NDA was so hurtful. When Jolie and their  
3 children left Miraval that day in September 2016, they departed with only their suitcases, and, in  
4 the intervening years, not one has felt able to return. Yet despite losing Miraval and similarly  
5 giving up their Los Angeles family home to Pitt, Jolie never requested a penny of alimony.  
6 Instead, she set a course for her family to heal, and declined numerous career opportunities to  
7 make sure that happened. Rather than credit Jolie for her efforts to help the family heal from his  
8 abuse, Pitt took advantage of her focus on the family and absence from Miraval to cement his  
9 control over the winery, all while simultaneously refusing to distribute any profits to Jolie.

10 By 2021, Pitt knew that Jolie needed to sell her share of Miraval for many reasons, not  
11 least of which was so she could secure her financial independence from her ex-husband. When  
12 Pitt tried to take advantage of Jolie’s position by refusing to buy her interest in Miraval unless  
13 she agreed to his controlling and punishing NDA, this nearly broke her. In response to his  
14 callous and mean-spirited demand, Jolie rejected Pitt’s new NDA, but still gave Pitt one last  
15 chance to buy her interest on the already agreed-upon terms, including the original NDA  
16 covering the business only. On June 2, 2021, Pitt responded by proposing an even harsher  
17 version of his expanded NDA. (Exh. 6 at 5.) With his choice made, on June 15, 2021, Jolie  
18 notified Pitt in writing that she intended to explore a sale to third parties. (Exh. 8 at 2.) And in  
19 October 2021, she sold her interest to a subsidiary of the Stoli Group. Pitt retaliated by suing  
20 her.

21 For his part, Pitt has an entirely different story. He alleges that *Jolie* walked away from  
22 the deal in anger over a supposed adverse ruling in their child custody case. Putting aside that  
23 Pitt’s timeline does not work as that child custody ruling was issued seven weeks *after* Pitt  
24 stepped back from the deal (and was promptly reversed on appeal in Jolie’s favor), Pitt  
25 nonetheless claims that, because of that short-lived ruling, Jolie was the one who took  
26 “vindictive” and mean-spirited actions against *him*. He claims Jolie’s decision to sell to someone  
27 else, after he backed out of the deal to buy her shares himself, was so reprehensible that she  
28 should be punished with punitive damages.

1 To prove her claims and defenses, Jolie needs to prove why Pitt was so fixated on forcing  
2 her to agree to his expansive NDA and why Pitt's demand was so hurtful to her. One of the most  
3 powerful ways to prove this is to demonstrate what Pitt was trying to hide. To defend herself  
4 from Pitt's allegations, Jolie served related requests for documents. For eight months, Pitt  
5 refused to produce a single responsive document and only recently offered to produce a small  
6 portion on condition that Jolie not seek the rest of this powerful evidence. He even threatened to  
7 seek sanctions against Jolie if she did not accept his last-minute offer. But the evidence Pitt  
8 refuses to produce is highly relevant and likely to lead to the discovery of further admissible  
9 evidence. Jolie now brings this motion to compel Pitt to produce *all* of this evidence. The Court  
10 should order him to promptly do so.

## 11 **II. RELEVANT FACTUAL BACKGROUND**

### 12 **A. Jolie and Pitt Jointly Purchase Miraval.**

13 In 2008, Jolie and Pitt jointly purchased Miraval as a family home, holding their interests  
14 through their respective wholly-owned, single-purpose LLCs, Nouvel and Mondo Bongo. At the  
15 time, Miraval was owned by a public Luxembourg company called Quimicum, and the couple  
16 purchased Quimicum's stock—with Nouvel owning 40% and Mondo Bongo owning 60%. In  
17 2013, Mondo Bongo and Nouvel executed a written contract in which Mondo Bongo transferred  
18 10% of Quimicum's shares to Nouvel—making the two LLCs each 50% co-equal owners.

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

20 Since Jolie filed for divorce in September 2016, she has focused squarely on helping their  
21 family heal. As part of that focus, she steadfastly chose *not* to publicly disclose the details of  
22 Pitt's history of abuse and efforts to control her out of a wish to protect their family's privacy,  
23 and to respect Pitt as father of their children. It is extremely painful to Jolie to have to defend  
24 herself from Pitt's lawsuit—itself another example of Pitt's unrelenting efforts to control and  
25 financially drain her—especially because Pitt's false allegations as to the reasons the Miraval  
26 deal cratered can only be proven by doing exactly what Jolie never wanted to do: Provide to the  
27 trier of fact the real reason the Miraval deal failed, which was Pitt's demand for an NDA to cover  
28 up his history of physical and emotional abuse of Jolie and their family. Thus, to defend herself,

1 Jolie must gather the evidence necessary to demonstrate why Pitt demanded an NDA as a  
2 condition of buying Jolie’s interest, why his demand was controlling and deeply hurtful, and why  
3 that demand ultimately served to scuttle the sale. An important part of the “why” is that Pitt was  
4 attempting to hide his history of abuse, control, and coverup.

5 **1. Pitt’s Abuse and Coverup.**

6 While Pitt’s history of physical abuse of Jolie started well before the family’s September  
7 2016 plane trip from France to Los Angeles, this flight marked the first time he turned his  
8 physical abuse on the children as well. Jolie then immediately left him. The Cross-Complaint,  
9 relying in part on a lengthy and detailed FBI report, describes some of the most egregious facts  
10 Pitt was hoping to bury. Jolie has always felt these details should have remained private, and  
11 even for this motion, she thinks it is best not to restate them publicly and, instead, respectfully  
12 directs the Court to her previously filed allegations. (*See* Cross-Complaint, ¶¶ 17-22.) But as a  
13 very short summary, the Cross-Complaint describes a father’s terrifying actions against his  
14 family—including children as young as eight years old—on a chartered flight where the family  
15 literally had no place to run and no place to hide. The conduct is egregious and caused  
16 significant and ongoing post-traumatic stress. At trial, Jolie will prove through testimony,  
17 emails, photographs, and other evidence why Pitt was so concerned about his own misconduct  
18 that he blew up his own deal to purchase Jolie’s interest in Miraval because she refused to agree  
19 to his new, expansive NDA. Some of that evidence is currently under Pitt’s control. This is the  
20 evidence Jolie seeks by this motion.

21 Also relevant to this motion is what happened after the family finally got off that plane.  
22 When the flight landed, unbeknownst to Jolie, a still-unknown flight-crew member reported  
23 Pitt’s violence to the authorities. The FBI and the Department of Children and Family Services  
24 (“DCFS”) then independently opened investigations, and both agencies conducted interviews.  
25 The FBI found probable cause to charge Pitt with a federal crime. (*Id.* at ¶ 22.) Although the  
26 U.S. Attorney’s Office ultimately declined to press charges, the FBI’s later internal review  
27 concluded that the investigation and charging decision repeatedly violated Jolie’s and their  
28 children’s victims’ rights.



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

7 **C. The Custody Hearing.**

8 After their separation, Jolie agreed to joint custody and never sought sole custody,  
9 believing Pitt would come to understand the harm he perpetrated, undergo the counseling  
10 California requires of those who abuse family members, and allow their family to heal even as  
11 the parties were no longer together. She still holds this hope for treatment and healing for their  
12 family. But Pitt never came to this understanding and not only sought 50-50 custodial time—  
13 including with children with whom he had not had a stable relationship in years—but also sought  
14 sole custody if the children did not sufficiently bond with him. Despite this distressing request,  
15 Jolie still did not seek sole custody. Instead, she advocated that the children’s wishes and needs  
16 be prioritized, based in part on what the children felt they could do, and for a custody plan  
17 formulated in the children’s best interest to heal.

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

26 But while that petition was still pending, Pitt demanded the custody hearing go forward  
27 anyway. Judge Ouderkirk agreed with Pitt and, over Jolie’s objection, that hearing went forward  
28 on various dates from January to March 2021. In this hearing that was closed to the public, Jolie

1 sought to introduce evidence of Pitt’s history of physical abuse of the family and control abuse of  
2 Jolie, as well as evidence of Pitt’s conduct toward the children. Some of their children over 14  
3 years old sought to testify on their preferences on child custody, which they have the right to do  
4 per Family Code section 3042, but Pitt objected to allowing their input. Despite the legal  
5 relevance and obvious importance of Pitt’s physical abuse of his own children and the children’s  
6 preferences on custody, Judge Ouderkirk sided with Pitt and refused to allow *any* children to  
7 give their testimony, even in a closed hearing and despite their wish to speak.

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

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

14 While the custody phase of their divorce was proceeding, Jolie and Pitt were  
15 simultaneously negotiating how to end their business relationship at Miraval. On February 25,  
16 2021, after extensive negotiations, Jolie and Pitt reached an agreement where Pitt would  
17 purchase Jolie’s interest for \$54.5 million. (Exh. 2 at 1.) The agreement included a simple non-  
18 disparagement clause “relating to the wine business.” (*Id.*) After reaching this agreement, the  
19 parties started the process of reducing it to writing. In the midst of this drafting process, on  
20 March 12, 2021, Jolie filed her Offers of Proof under seal.

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

27 On April 6, 2021, Schummer summarized and outlined these discussions in a letter,  
28 writing that Jolie was “upset and hurt” that the deal was not moving forward. (*Id.*) “Most

1 hurtful to her of all,” Schummer wrote, “was the reasoning given, and the reference made to  
2 recent reports that during sealed legal proceedings currently taking place in California, [Jolie]  
3 had submitted offers of proof relating to domestic violence.” (*Id.*) Schummer knew exactly  
4 what this “step back” was—economic coercion and silencing—and noted in his letter: “The  
5 position taken comes close to an attempt to influence the course of future events relating to those  
6 or other proceedings, by suggesting that any public knowledge of information regarding the  
7 family situation would be a reason for abrogating the agreement.” (*Id.*) What stood out was “the  
8 fact that information regarding domestic violence is not – or should not – be new to **all the**  
9 **parties** concerned.” (*Id.*) Instead, as Schummer emphasized, the only “new development is the  
10 presentation of evidence” to the court. (*Id.*) Schummer noted that Jolie had never publicly  
11 spoken about Pitt’s abuse behavior “and has no intention of speaking.” (*Id.*)

12           Nevertheless, on April 16, 2021, Pitt responded by sending a revised offer to purchase  
13 Jolie’s share in Miraval that contained a new expansive NDA. (Exh. 3.) That new NDA  
14 required Jolie to make “a commitment not to publicly denigrate Miraval Provence and its direct  
15 and indirect shareholders including Mr. W B P, Mr. Marc Perrin and Familles Perrin SAS”—and  
16 removed the previously agreed-upon limitation that the NDA cover only Miraval’s business. (*Id.*  
17 at 5.)

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

27           On May 13, 2021—after Pitt had already stepped back from their Miraval deal and  
28 demanded the new all-encompassing NDA—Judge Ouderkirk issued a tentative ruling in the

1 custody case awarding both parents 50% custody of the children (which, given the abuse, Pitt  
2 viewed as a victory). Through this period, Pitt never formally responded to Jolie’s May 9 offer.  
3 On May 28, 2021, Schummer gave notice to Le Mentec that the May 9 proposal without the  
4 personal NDA was “the final one” and gave Pitt until May 31, 2021, to accept it. (Exh. 8 at 2,  
5 June 15 letter.) On May 30, 2021, Jolie had still not heard back from Pitt and lamented the  
6 original February 25, 2021 agreement’s imminent collapse: “I have tried to sell [Miraval] to  
7 b[rad] as per our agreement but he’s really not being fair and also a lot of punishing restrictions.”  
8 (Exh. 5.)

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

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

16 (*Id.* at 5.) By design, the new expansive NDA prohibited Jolie from speaking (other than in  
17 court) about Pitt’s abuse of Jolie and their children by attempting to tie Pitt’s personal reputation  
18 to Miraval’s business. Jolie refused to sign it, and, by June 3, 2022, the deal was dead: “Looks  
19 like I will not sell to b[rad]....”<sup>1</sup> (Exh. 5 at 1.)

20 In light of the years of denials and gaslighting, Pitt’s coercive demand for a broadly  
21 worded NDA to protect himself from his own misconduct was emotionally devastating to Jolie.  
22 For years, she unwaveringly protected their children by voluntarily refraining from publicly  
23 discussing any of the details of Pitt’s abuse, and his response was to now try to impose that  
24 silence forever. Pitt’s attempt was cruel and caused Jolie to nearly shutdown. But his actions  
25 confirmed that for her personal emotional health, she had to exit Miraval. She then signed a  
26

27  
28 <sup>1</sup> 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 power of attorney authorizing Schummer to take over that process.

2 On June 13, 2021, Schummer notified Le Mentec that Jolie was willing to agree to the  
3 NDA covering Pitt but only “in relation to the Miraval Provence business.” (Exh. 7 at 1.) On  
4 June 15, 2021, Schummer sent a formal letter to Le Mentec explaining that the new NDA  
5 “largely extended in scope (above and beyond rose, above and beyond France, above and beyond  
6 the Miraval brand),” which was “completely unacceptable.” (Exh. 8 at 2.) Schummer concluded  
7 that “Enough is enough,” and that Jolie considered herself “free from any negotiations with you”  
8 and “free to pursue any other transactions that [Jolie] would deem appropriate to undertake.”  
9 (*Id.*)

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

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

23 Ultimately, on September 8, 2021, Pitt *stipulated* to lifting the ATROs, but not before he  
24 started the process of secretly and illegally transferring shares in Miraval Provence (the  
25 subsidiary that owned the winery) from Chateau Miraval to the Perrin Family. The obvious  
26 purpose of the secret transfer was to try to wrest Jolie’s co-ownership and control of Miraval  
27 Provence from her, and give full control to Pitt’s good friend, Marc Perrin. Even though Pitt had  
28 a fiduciary duty to disclose in advance to Chateau Miraval’s owners the contemplated transfer of

1 the shares, he never did. In discovery, Pitt does not dispute he made the transfer and that, not  
2 coincidentally, the transfer secretly gave the Perrins control. Pitt’s transfer was grossly illegal.  
3 Unaware of Pitt’s unlawful dealings with the Perrin family, on October 4, 2021, Jolie sold  
4 Nouvel to Tenute del Mondo, a subsidiary of Stoli Group.

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

6 On February 22, 2022, Pitt filed his original complaint, and he has since amended it  
7 twice. On June 21, 2023, he filed his operative Second Amended Complaint (“SAC”). The SAC  
8 includes numerous allegations concerning the various NDAs proposed by the parties and their  
9 meaning and impact on Pitt’s agreement to purchase Jolie’s 50% share. (SAC ¶¶ 83-92.) The  
10 SAC alleges that “in the wake of the adverse custody ruling, [Jolie] no longer wanted to sell to  
11 Pitt” (*id.* at ¶ 93), and that when Jolie sold Nouvel to Tenute del Mondo, “Jolie sought to inflict  
12 harm on Pitt.” (SAC ¶ 8.) Pitt further characterizes Jolie’s sale as “vindictive” and “malicious,”  
13 (*id.* at ¶¶ 121, 148), and he requests punitive damages against Jolie “in an amount sufficient to  
14 sanction this conduct and deter those who would commit or knowingly seek to profit from  
15 similar actions, now and in the future.” (*Id.* at ¶ 198.)

16 Through these allegations, Pitt places directly at issue the reason why Jolie and Pitt were  
17 unable to reach agreement on Pitt purchasing Jolie’s interest in Miraval. The SAC also places at  
18 issue Jolie’s intent regarding why she did not agree to Pitt’s revised terms and instead sold to  
19 Tenute del Mondo. The scope of the new expanded NDA, why Pitt wanted it, and why Jolie  
20 refused to agree to it, all explain her and Pitt’s actions and their respective states of mind.

21 On October 4, 2022, Jolie filed her Cross-Complaint seeking a declaration that, if a  
22 consent or veto right exists (which Jolie adamantly denies), Pitt rendered that right  
23 unconscionable, void, and against public policy when he conditioned his purchase of Jolie’s  
24 interest in Miraval on a new NDA prohibiting Jolie from speaking about Pitt’s physical and  
25 emotional abuse of her and their children outside of court. (Cross-Complaint, ¶ 42.). Jolie  
26 alleges that Pitt stepped back from the deal in response to Jolie filing the Offers of Proof, (*id.* at ¶  
27 28), and that her deal with Pitt fell apart over his demand for a new extensive NDA covering his  
28 personal misconduct. (*Id.* at ¶¶ 30-33.) In response, Pitt denies “generally and specifically, each

1 and every allegation set forth in Jolie’s Cross-Complaint . . . .” (Answer, ¶ 1.)

2 **F. Jolie’s Discovery Requests.**

3 Jolie has not yet filed an answer. When she is required to do so, she will allege numerous  
4 affirmative defenses, including unclean hands, waiver, estoppel, breach of the implied covenant  
5 of good faith and fair dealing, and unconscionability. To support her Cross-Complaint and these  
6 affirmative defenses, Jolie needs to present the jury with admissible evidence demonstrating  
7 exactly what Pitt hoped to cover up with an expanded NDA and why Pitt’s demand was so  
8 impactful on Jolie. These are hotly contested issues, and ones that Jolie is entitled to explore.

9 To do that, Jolie served on Pitt requests for production of documents focusing on the  
10 evidence and communications relating to Pitt’s abuse of Jolie and their children. (Exh. 10.) To  
11 ensure there was no ambiguity in whose communications Jolie seeks to review, she has a  
12 separate request for each individual or organization, but the document requests collectively cover  
13 just five subjects: Pitt’s communications (1) with law enforcement and other agencies who  
14 investigated Pitt’s conduct on the flight (RFPs 1, 8, 15, 22, 29, 42); (2) about these agencies’  
15 investigations (RFPs 2-7, 9-14, 16-21, 23-28, 30-35, and 43-47); (3) concerning how Pitt  
16 addressed his abuse (RFPs 36-41); (4) regarding his use of alcohol (RFP 48); and (5) concerning  
17 the Offers of Proof regarding domestic violence filed in the custody case (RFPs 49-54).

18 Despite months of meet and confer exchanges (Exhs. 12-24), Pitt refused to produce any  
19 responsive documents, although at the last minute, he offered to produce a small subset if Jolie  
20 would not further pursue the remainder, while simultaneously threatening to seek sanctions  
21 against Jolie if she did not accept the offer. (Murphy Decl., ¶ 22 and Exh. 24.) Jolie now files  
22 this motion requesting that the Court compel Pitt to produce these important documents.

23 **III. LEGAL ARGUMENT**

24 **A. Legal Standard For Discovery.**

25 The Discovery Act provides for expansive discovery. “[A]ny party may obtain discovery  
26 regarding any matter, not privileged, that is relevant to the subject matter involved in the pending  
27 action or to the determination of any motion made in that action, if the matter is itself admissible  
28 in evidence or appears reasonably calculated to lead to the discovery of admissible evidence.”

1 C.C.P. § 2017.010. Because of the liberal policies underpinning the Discovery Act, “doubts as  
2 to relevance should generally be resolved in favor of permitting discovery.” *Valley Bank of Nev.*  
3 *v. Superior Court*, 15 Cal.3d 652, 656 (1975).

4 Evidence is relevant “if it might reasonably assist a party in evaluating its case, preparing  
5 for trial, or facilitating a settlement. Admissibility is not the test, and it is sufficient if the  
6 information sought might reasonably lead to other, admissible evidence.” *Glenfed Dev. Corp. v.*  
7 *Superior Court*, 53 Cal.App.4th 1113, 1117 (1997). “In the more specific context of a request to  
8 produce documents, a party who seeks to compel production must show good cause for the  
9 request pursuant to [C.C.P.] § 2031(1), but where there is no privilege issue or claim of attorney  
10 work product, that burden is met simply by a fact-specific showing of relevance.” *Id.*

11 **B. The Court Should Compel Pitt To Produce The Requested Documents.**

12 Without much explanation in the meet-and-confer process—and two years into his  
13 lawsuit that is further draining Jolie of her financial resources—Pitt has refused to produce *any*  
14 documents that relate to or explain why he so badly needed a new personal NDA from Jolie as a  
15 condition to purchasing her interest in Miraval, and why that request was so harmful to Jolie.  
16 Jolie fully expects the evidence to show that Pitt demanded the new personal NDA to cover up  
17 his abuse of Jolie and their children, and to cover up his use of power and privilege—including  
18 false statements to authorities—to squash the parallel abuse investigations.

19 The failed transaction between Pitt and Jolie—and this entire case—turns on the reason  
20 why a new NDA covering Pitt’s personal conduct was essential to him and a nonstarter for Jolie.  
21 Pitt is asking the jury to award him tens of millions of dollars in damages, plus punitive  
22 damages, claiming Jolie acted vindictively and maliciously when she did not sell him her interest  
23 in Miraval. In contrast, Jolie’s position is that she had an agreement to sell her interest to Pitt but  
24 he refused to go forward unless she signed a new draconian NDA designed to change her  
25 voluntary silence to Pitt’s contractual right to demand that she never speak publicly about Pitt’s  
26 abuse, control, and coverup. Jolie must have the opportunity to present evidence to the jury  
27 showing why Pitt needed the new NDA, and why she viewed that new proposed NDA as  
28 unacceptable, economically abusive, and coercively controlling.



1 RFPs 1-54 are Jolie's attempt to obtain a targeted set of documents aimed specifically at  
2 discovering this evidence. At this point, a sad but acknowledged truth is that when it comes to  
3 domestic violence, an abused woman faces an extraordinarily high burden of proof. Deborah  
4 Epstein & Lisa Goodman, *Discounting Women: Doubting Domestic Violence Survivors'*  
5 *Credibility and Dismissing Their Experiences*, 167 U. Pa. L. Rev. 399 (2019). For this reason,  
6 Jolie seeks to obtain documents in Pitt's possession that evidence his abuse and coverup so that  
7 the trial is grounded in documented, indisputable evidence.

8 **1. Pitt's Communications with Law Enforcement and Other Agencies.**

9 RFPs 1, 8, 15, 22, 29, 42 seek Pitt's communications with the FBI, U.S. Attorney's  
10 Office, DCFS, and the Los Angeles Police Department regarding the flight and, for DCFS, its  
11 investigation, drug and alcohol testing, and safety plan DCFS required Pitt to undertake to  
12 address his abusive conduct. Pitt's communications with these government agencies will  
13 provide contemporaneous evidence of Pitt's and his agents' views of the abuse allegations,  
14 which allegations he admitted were true, and whether he or his representatives lied to, or tried to  
15 use Pitt's power and prestige to push these agencies not to pursue their investigations. These  
16 documents are potentially powerful evidence in support of Jolie's defenses and will explain why  
17 the new NDA was so important to Pitt. If, for example, Pitt lied to the FBI and/or DCFS, or used  
18 his prestige and contacts to stifle the filing of any charges against him, this will certainly inform  
19 why he needed a new NDA and why he later demanded one as a condition of his purchase.  
20 Indeed, their obvious potential materiality is why Pitt is fighting so hard to keep them from Jolie,  
21 and ultimately, from the jury.

22 **2. Pitt's Communications about Agency Investigations.**

23 RFPs 2-7, 9-14, 16-21, 23-28, 30-35, and 43-47 seek communications between Pitt and  
24 third parties, including cross-defendants Warren Grant and Marc Perrin, regarding the various  
25 government investigations into Pitt's abusive behavior both before and aboard the flight. These  
26 communications, like Pitt's direct communications with the government, will provide highly  
27 relevant evidence of Pitt's contemporaneous communication about his behavior toward his  
28 family and the measures he took to convince those agencies not to bring charges against him.

1 Whether the communications show that Pitt denied Jolie and the children’s abuse allegations or  
2 made candid admissions, either way, the evidence is highly relevant. If the documents contain  
3 the information Jolie expects them to, they will help Jolie establish that Pitt refused to buy out  
4 Jolie unless she agreed to an unconscionable NDA designed to cover up all of his misconduct.

5 **3. Pitt’s Communications Concerning How He Addressed His Abuse.**

6 In response to the DCFS and FBI initiated investigations, Pitt agreed to and did engage  
7 in therapy to address his abuse. RFPs 36-41 are all designed to obtain Pitt’s non-privileged  
8 communications with his friends and advisors about his abuse and how he addressed it, what he  
9 was seeking to accomplish, and, after the agencies’ investigations closed, how his efforts  
10 changed. This evidence is relevant to establishing Pitt’s history of abuse and subsequent cover-  
11 up. Pitt’s candid and internal discussions with friends and trusted advisors on these topics will  
12 help demonstrate why Pitt’s new, expansive NDA covering all of this conduct was an absolute  
13 must-have for him.

14 **4. Pitt’s Communications Concerning His Use of Alcohol.**

15 RFP 48 seeks Pitt’s communications regarding his personal use of alcohol. Jolie seeks  
16 this information to help establish the connection between Pitt’s alcohol use and his demand for  
17 an NDA to cover up all of the related details. Publicly, Pitt’s sources repeatedly and  
18 vociferously denied that alcohol played any role in Pitt’s relationship with Jolie and their  
19 children. His private, non-privileged discussions either will help establish that his use of alcohol  
20 did in fact play a role in that relationship—as Jolie contends, and which supports why he needed  
21 an NDA—or it will help establish that Pitt’s use of alcohol was completely unconnected to any  
22 wrongful conduct, thereby supporting Pitt’s theory of the case. Either way, the evidence is  
23 relevant and discoverable. To be clear, Jolie is not seeking any communications with therapists,  
24 and she supports and encourages any and all related efforts Pitt has taken. But if Pitt  
25 communicated about his alcohol use to others—not just in conjunction with the plane incident  
26 but over the course of their relationship through Jolie’s sale of Miraval—Pitt should be ordered  
27 to produce these communications.

28

1           **5.       Pitt's Communications Concerning the Offer of Proof.**


2           RFPs 49-54 seek Pitt's communications concerning the Offers of Proof Jolie filed in the  
3 divorce case on March 12, 2021, which caused Pitt to "step back" from his agreement to buy  
4 Miraval and resulted in Pitt's demand for the new broad NDA. Their relevance is obvious: Pitt  
5 demanded a new expanded NDA covering his personal conduct in direct response to the filings  
6 about domestic violence. Pitt wanted to silence Jolie to ensure news stories about his abuse  
7 would not run in the future, and the sale literally fell apart over his abusive and legally  
8 unconscionable demand. Jolie is entitled to present to the jury Pitt's communications regarding  
9 the Offers of Proof to establish that Jolie's version of the events in 2021 is accurate, not Pitt's.

10   **IV. CONCLUSION**

11           Over seven years since their separation, Pitt's unyielding attempts to control and punish  
12 Jolie continue to take a huge emotional and financial toll on her and their family. Jolie longs for  
13 their family to be able to heal and their children to be spared further pain and trauma, and truly  
14 wishes Pitt would want the same too. Pitt could end this dispute immediately if he would only  
15 accept that his ex-wife did not want to stay in business with him and that, when he backed out of  
16 the deal to buy her out, she had no other option but to sell to someone else. But Pitt has not  
17 accepted this and, instead, sues Jolie here, demanding she pay him \$64 million plus punitive  
18 damages. But by making these allegations, Pitt not only forced Jolie into a public fight she never  
19 wanted, and which she had spent years trying to avoid, but placed the reasons he needed the new  
20 NDA at the heart of this case. Jolie contends Pitt refused to buy her interest because she refused  
21 the new NDA Pitt demanded to bury his history of abuse and subsequent coverup. Pitt contends  
22 Jolie refused to sell out of spite. One of these accounts is truthful, and one is not, and Jolie has  
23 no choice but to take discovery to support her position. The Court should grant the motion and  
24 compel Pitt to produce the responsive documents.

25 DATED: April 4, 2024

MURPHY ROSEN LLP

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

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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 4, 2024**, I served the document(s) described as **DEFENDANT AND CROSS-COMPLAINANT ANGELINA JOLIE’S NOTICE OF MOTION AND MOTION TO COMPEL FURTHER RESPONSES FROM WILLIAM B. PITT TO FIRST SET OF REQUESTS FOR 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 4, 2024**, at Santa Monica, California.

  
\_\_\_\_\_  
**Christina M. Garibay**

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**SERVICE LIST**

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## Court Reservation Receipt

Reservation	
Reservation ID: 640811717941	Status: RESERVED
Reservation Type: Motion to Compel Further Discovery Responses	Number of Motions: 1
Case Number: 22STCV06081	Case Title: WILLIAM B. PITT, et al. vs ANGELINA JOLIE, et al.
Filing Party: Angelina Jolie (Defendant)	Location: Stanley Mosk Courthouse - Department 3
Date/Time: August 1st 2024, 9:00AM	Confirmation Code: CR-KUIVXGZ39FBPUSGIC

Fees			
Description	Fee	Qty	Amount
Reschedule Fee	20.00	1	20.00
Credit Card Percentage Fee (2.75%)	0.55	1	0.55
TOTAL			<b>\$20.55</b>

Payment	
Amount: \$20.55	Type: MasterCard
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