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12

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

15 WILLIAM B. PITT, an individual, and  
MONDO BONGO, LLC, a California limited  
16 liability company,  
17 Plaintiffs,  
18 vs.  
19 ANGELINA JOLIE, et al.,  
20 Defendants.

CASE NO. 22STCV06081

**PLAINTIFFS' NOTICE OF MOTION  
AND MOTION TO COMPEL FURTHER  
RESPONSES AND PRODUCTION OF  
DOCUMENTS FROM DEFENDANT  
ANGELINA JOLIE; MEMORANDUM OF  
POINTS AND AUTHORITIES**

*Filed concurrently with Separate Statement,  
Declaration of Julia B. Cherlow, and  
[Proposed] Order*

21 and RELATED CROSS-ACTIONS  
22

Judge: Hon. Lia Martin  
Dept: 3

Date: May 16, 2024  
Time: 9:00 A.M.

**Reservation ID: 257097942103**

Action Filed: February 17, 2022  
Trial Date: Not yet set  
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1 **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on May 16, 2024, at 9:00 A.M., or as soon thereafter as  
3 counsel may be heard, in Department 3 of the above-captioned Court, located at 111 North Hill  
4 Street, Los Angeles, CA 90012, Plaintiffs William B. Pitt and Mondo Bongo, LLC (“Plaintiffs”)  
5 will and hereby do apply to this Court for an order compelling Defendant Angelina Jolie (“Jolie”)  
6 to provide further responses and produce documents responsive to Plaintiffs’ Second Set of  
7 Requests for Production of Documents (the “Second Set”), as set forth below and in the Separate  
8 Statement concurrently filed herewith.

9 This motion (the “Motion”) is made pursuant to California Code of Civil Procedure  
10 § 2031.310(a)(3) on the ground that Jolie’s objections to Requests 1–4 of the Second Set (the  
11 “Requests”) are without merit. The Requests seek documents concerning Jolie’s use of non-  
12 disparagement and non-disclosure agreements, which are highly relevant to, *inter alia*, Jolie’s  
13 purported justifications for refusing to adhere to her contractual obligations to Pitt. Specifically,  
14 Jolie claims that Pitt’s request for a mutual non-disparagement agreement, to protect the Miraval  
15 brand and business in connection with their negotiations for the sale of her interest in Château  
16 Miraval, rendered his consent rights under the parties’ contract unconscionable, void, and against  
17 public policy. To test Jolie’s factual allegation, Pitt seeks narrowly tailored information about  
18 Jolie’s use of non-disparagement agreements outside the parties’ relationship. Jolie objects on  
19 relevance grounds. The parties have met and conferred and were unable to reach an agreement  
20 that would resolve their dispute, necessitating the present Motion. *See* Decl. of Julia B. Cherlow  
21 (“Cherlow Decl.”) ¶¶ 2, 5–9 & Exs. 3–7.

22 This Motion is based on this Notice of Motion, the attached Memorandum of Points and  
23 Authorities in support thereof, the Cherlow Declaration, and Separate Statement filed concurrently  
24 herewith, all the pleadings, filings, and records in this proceeding, all other matters of which the  
25 Court may take judicial notice, and any argument or evidence that may be presented to or  
26 considered by the Court prior to its ruling.

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DATED: April 4, 2024

Respectfully submitted,

By:           /s/ John V. Berlinski          

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1 **INTRODUCTION**

2 This case arises out of Angelina Jolie’s wrongful sale of her indirect interest in Château  
3 Miraval, the French family estate and wine business she owned with her ex-husband Brad Pitt, to  
4 Russian billionaire Yuri Shefler and his vodka empire. This putative sale violated, among other  
5 things, Jolie’s implied-in-fact agreement with Pitt that they would hold Miraval together, and if  
6 the time ever came, they would not sell their interests separately without the other’s consent.

7 Before the sale—consistent with the terms of their agreement—Jolie asked Pitt whether he  
8 was willing to buy out her interest in Château Miraval. Pitt said yes, and thereafter, the parties  
9 (including Pitt’s business partner, winemaker Marc Perrin) entered into negotiations. By February  
10 2021, the parties had reached agreement on price, and Jolie’s own lawyer had confirmed that the  
11 deal would include a non-disparagement agreement (“NDA”) to protect the reputation of the  
12 Miraval brand that Pitt and Perrin would wholly own after the sale. Few details remained to be  
13 negotiated. About three months later, however, Jolie abruptly withdrew from the negotiations and,  
14 instead, sold her interest to Shefler’s “Stoli” Parties<sup>1</sup> behind Pitt’s back. In an effort to rationalize  
15 this wrongful sale and excuse her breach of contract, Jolie has resorted to claiming that she did this  
16 because Pitt and Perrin’s counsel’s proposed language for the NDA was so “controlling and  
17 punishing” that it “nearly broke her.” She further contends that this proposed NDA (which had  
18 nothing to do with the divorce or the children) is at “the very heart of this case” because,  
19 according to Jolie, it was so “cruel” that it rendered her contract with Pitt unconscionable, void,  
20 and against public policy.

21 At trial, Pitt intends to show that Jolie’s “NDA defense” is pure pretext. Public figures like  
22 Pitt and Jolie frequently seek or sign non-disclosure and/or non-disparagement agreements, and  
23 Jolie is no exception. The scope, terms, and subject matter covered by the NDAs that Jolie has  
24 signed or asked a third party to sign are probative of whether Jolie truly withdrew from the  
25 negotiations with Pitt because of the NDA he requested, as she asserts. By way of example only,  
26 if Jolie has required others to sign NDAs that were at least as broad as the one she claims was so

27 \_\_\_\_\_  
28 <sup>1</sup> Namely, Shefler, Alexey Oliynik, and Tenute del Mondo B.V. (“Tenute”).

1 “unconscionable” here, it would severely undermine her claimed excuse for terminating  
2 negotiations with Pitt and covertly negotiating with Stoli. Nor is the existence of these documents  
3 speculative. For example, fewer than six months after the sale to Stoli, *Jolie’s lawyer proposed*  
4 *an even broader, mutual non-disparagement clause to Pitt*, in connection with resolving the  
5 couple’s divorce, and Jolie has signed or requested comparable NDAs from others.

6 Accordingly, Pitt requested that Jolie produce (1) all NDAs to which she is a party; (2) any  
7 non-privileged documents setting forth or referring to her reasons for agreeing to enter into such  
8 NDAs; (3) draft or executed NDAs that Jolie asked a third party to enter into; and (4) any non-  
9 privileged documents setting forth or referring to her reasons for making such requests.

10 Jolie unsurprisingly wants to shield these documents from discovery. So rather than  
11 comply with these narrowly tailored requests, Jolie agreed to produce only those NDAs, if any,  
12 between Jolie and Pitt themselves. Jolie adamantly refuses to produce the many other NDAs that  
13 she signed or requested from others during the relevant time period, along with related documents,  
14 presumably because she knows they will severely undermine her defenses. *Those* documents,  
15 which Pitt seeks through this Motion, will likely show that the requested NDA provision Jolie  
16 describes as “an unconscionable gag order” is in fact no broader than the NDA provisions she has  
17 demanded from others. These highly relevant documents should be ordered produced.<sup>2</sup>

## 18 **BACKGROUND**

### 19 **I. Relevant Factual and Legal Background**

20 Pitt and Jolie acquired Château Miraval in 2008 through their respective LLCs, Mondo  
21 Bongo, LLC and Nouvel, LLC, to serve as their family home and business. Plaintiffs’ Second  
22 Amended Complaint (“SAC”) ¶¶ 32–33.<sup>3</sup> Jolie and Pitt were parties to an implied-in-fact  
23

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24 <sup>2</sup> Jolie did not object and has not contended that it would be unduly burdensome to produce these  
25 documents. Accordingly, the sole objection at issue on this Motion is relevance. *See Williams v.*  
26 *Sup. Ct.*, 3 Cal. 5th 531, 549 (2017) (“An ‘objection based upon burden must be sustained by  
evidence showing the quantum of work required.’”).

27 <sup>3</sup> Plaintiffs will file a Third Amended Complaint on April 8, 2024. Because that amended  
28 complaint was not filed as of the date of the filing of this Motion, citations in this opening brief  
are to the Second Amended Complaint.

1 contract, based on their conduct and statements over time, and consistent with written restrictions  
2 agreed to by their entities<sup>4</sup>, under which they would hold their respective interests in Château  
3 Miraval together, and, if the time ever came, would sell their interests separately only with the  
4 other’s consent. *Id.* ¶¶ 1, 150. On September 19, 2016, Jolie filed for divorce from Pitt. *Id.* ¶ 62.

5 In January 2021, Jolie informed Pitt that she wished to sell her entire interest in Château  
6 Miraval. *Id.* ¶ 79. Jolie stated that she did not want to be associated with an alcohol business and  
7 was upset by an ad promoting Miraval rosé that featured Pitt. *Id.* Consistent with the former  
8 couple’s agreement, Jolie acknowledged to Pitt that there were only “two ways forward” to  
9 accomplish this exit—either through Pitt’s “complete buy out of [her] share” or through a joint  
10 “outright sale” of the entire business. *Id.* ¶ 80. As Jolie’s transactional counsel put it, Jolie would  
11 “out of necessity have to remain in the business” if the former couple could not strike a deal. *Id.*  
12 ¶ 81; Ex. 8 at 2–3.<sup>5</sup> Pitt informed Jolie that he was not interested in a joint sale to a third party but  
13 would work with his trusted business partner, Mr. Perrin, to acquire Jolie’s interest. *Id.* ¶ 82.  
14 Jolie and Pitt then engaged in negotiations, and by the end of February 2021, Pitt’s buy-out of  
15 Jolie’s stake seemed all but certain. *Id.*; Jolie Cross-Complaint (“X-C”) ¶ 28 (“In February 2021,  
16 the parties reached an agreement in principle for Jolie to sell her entire interest of Chateau Miraval  
17 for \$54.5 million . . . . The negotiators for the two sides even exchanged congratulations on  
18 reaching an agreement.”).

19 Shortly thereafter—unbeknownst to Pitt—Jolie opened negotiations with Shefler and the  
20 Stoli Parties to discuss selling her stake in Château Miraval to them instead of Pitt. SAC ¶¶ 96–  
21 97. Shefler and the Stoli Parties reached out to Jolie on March 30, 2021, when news broke of a  
22 heated custody dispute between the couple. *Id.* Jolie and the Stoli Parties agreed that these talks  
23 should be kept secret from Pitt, and on May 12, 2021, their entities entered into a confidentiality  
24 agreement binding the Stoli side to keep secret even “that discussions . . . relating to the Proposed

25 \_\_\_\_\_  
26 <sup>4</sup> Jolie’s Nouvel entity also owed a separate and independent right of first refusal to Pitt’s Mondo  
27 Bongo entity in connection with a sale of Nouvel’s interest in Château Miraval, pursuant to a  
written agreement between those entities. *Id.* ¶ 2.

28 <sup>5</sup> All citations to exhibits herein refer to exhibits attached to the Declaration of Julia B. Cherlow.



1 Transaction [were] taking place.” *Id.* ¶ 98.

2 At the same time, the parties resumed efforts to finalize the deal. On April 6, 2021, Jolie’s  
3 attorney Laurent Schummer wrote to Pitt’s attorney and Perrin to confirm that the parties had  
4 “reached final agreement on 25 February 2021” for sale to Pitt and Perrin and that one condition  
5 of the deal was a “non-disparagement agreement relating to the wine business.” Ex. 8 at 1. In the  
6 same letter, Mr. Schummer referenced his and Jolie’s awareness of Pitt’s concerns about how  
7 Jolie’s disclosures about their marital issues could impact that business. On April 16, 2021, Pitt  
8 and Perrin’s counsel responded with a letter of intent summarizing the principal terms of the  
9 proposed transaction, including (among other things) confirmation that the deal would include the  
10 non-disparagement clause intended to protect the Château Miraval wine business from  
11 reputational harm. SAC ¶ 83. Pitt and Perrin’s counsel proposed that the clause (which the parties  
12 had already generally agreed to, as shown by Schummer’s April 6 letter) would apply to the  
13 Château Miraval corporate entities and to “direct and indirect shareholders of the business,”  
14 including Pitt, given Pitt’s close association with the Miraval brand and personal participation in  
15 its marketing, and Perrin. *Id.* As subsequently fleshed out in a later letter, the proposed clause  
16 read:

17 At no time for a legally binding period of four (4) years following the  
18 Closing Date, and, on a good faith basis, any period thereafter, shall  
19 the Parties (i) make any statements, or take any other actions  
20 whatsoever, to disparage, defame, or compromise the goodwill, name,  
21 brand or reputation of Miraval Provence or any of its affiliates or  
22 direct and indirect shareholders, including Ms. Angelina Jolie, Mr.  
William Bradley Pitt, Mr. Marc Perrin and Familles Perrin SAS or  
(ii) commit any other action that could likely injure, hinder or  
interfere with the Business, business relationships or goodwill of  
Miraval Provence, its affiliates or its direct and indirect shareholders.

23 *Id.* ¶ 89.

24 The proposed clause included an express carveout for legal matters: It did “not limit the  
25 ability, for any Party, to make any claims, filings or testimony in any legal proceedings,” including  
26 the former couple’s ongoing divorce and custody proceedings. *Id.* Thus, Jolie and Pitt were free  
27 to speak about one another—regardless of the substance of that speech—in any ongoing or future  
28 legal proceeding.

1           Although Jolie now contends that this NDA proposal was so “cruel” that it caused her “to  
2 nearly shutdown,” Jolie Mot. to Compel at 12, she expressed no surprise when Pitt first proposed  
3 it. Rather, her counsel responded a few weeks later with some proposed changes—including  
4 curtailing Pitt and Perrin’s attempt to protect the business by extending the clause to its  
5 shareholders—and the parties continued to negotiate terms. SAC ¶¶ 84. Pitt and Perrin’s counsel  
6 sent a revised draft in response on June 2.

7           Suddenly, though, on June 15, 2021, after months of negotiations with Pitt, Jolie’s  
8 representatives informed Pitt that the deal was off—purportedly due in large part to the “restrictive  
9 language” of the requested non-disparagement clause they had been negotiating. *Id.* ¶¶ 87, 91; X-  
10 C ¶ 33. Jolie’s change of heart came at least two months after Pitt had first requested that the  
11 provision extend to Pitt (and Perrin)—but less than two weeks after Jolie and the Stoli Parties had  
12 secretly reached an agreement on a sale price and *just one day* after a “Kick-off call” between her  
13 counsel and the Stoli Parties to begin papering that agreement. SAC ¶¶ 90, 100; Ex. 8. And not  
14 only was Jolie negotiating with another party, she was in the process of providing the Stoli Parties  
15 with “exclusivity” and binding herself to keep the details of those negotiations secret from Pitt and  
16 never resume negotiations with him again. SAC ¶ 104. In other words, Pitt expects to prove at  
17 trial that the real reason Jolie terminated negotiations with Pitt was so that she could secretly cut  
18 a different deal, at a higher price, with a hostile third party, and without honoring her and her  
19 LLC’s contractual obligations to Plaintiffs.

20           Further, as noted above, Jolie’s claim that Pitt’s standard request “nearly broke her,” Jolie  
21 Mot. at 6, did not stop *Jolie* from proposing a *broader* non-disparagement clause to Pitt in  
22 connection with efforts to resolve their ongoing divorce proceedings, less than six months after her  
23 sale to the Stoli Parties. SAC ¶ 88; Ex. 10 at 2. Jolie’s proposed clause would have provided:  
24 “Other than in court pleadings or testimony, neither party shall directly *or through a party’s*  
25 *representatives* make in a public forum *any derogatory remark* about the other party.” Ex. 10 at 2  
26 (emphases added).

27           Despite this, Jolie persists in alleging that “the deal [with Pitt] fell apart because Pitt  
28 demanded Jolie agree to a non-disparagement clause covering his personal conduct as a condition

1 of his purchase of the winery.” X-C ¶ 39. Jolie further seeks declaratory relief that the parties’  
2 implied-in-fact agreement is “unconscionable, void, and against public policy” because the NDA  
3 provision would have “prohibit[ed] Jolie from discussing outside of court any of Pitt’s *personal*  
4 conduct toward her or the family.” *Id.* ¶¶ 5, 31, 42(c).

5 **II. The Disputed Discovery Requests**

6 Plaintiffs served the Requests on September 21, 2023. Ex. 1. The Requests seek  
7 documents concerning Jolie’s own use of NDAs, as follows:

8 **REQUEST FOR PRODUCTION NO. 1:** All non-disclosure or  
9 non-disparagement agreements to which YOU are a party.

10 **REQUEST FOR PRODUCTION NO. 2:** All DOCUMENTS and  
11 COMMUNICATIONS CONCERNING YOUR reasons for entering  
or agreeing to any non-disclosure or non-disparagement agreements  
to which YOU are a party.

12 **REQUEST FOR PRODUCTION NO. 3:** Any draft or executed  
13 non-disclosure or non-disparagement agreements that YOU, any  
entity YOU control, or any PERSON acting on YOUR behalf, have  
14 requested or proposed that any other PERSON sign or agree to,  
including non-disclosure or non-disparagement agreements that were  
never signed or agreed to.

15 **REQUEST FOR PRODUCTION NO. 4:** All DOCUMENTS and  
16 COMMUNICATIONS concerning the reasons that YOU, any entity  
YOU control, or any PERSON acting on YOUR behalf, requested or  
17 proposed that any other PERSON sign or agree to any non-disclosure  
or non-disparagement agreements, including non-disclosure or non-  
18 disparagement agreements that were never signed or agreed to.

19 *Id.* at 7.<sup>6</sup>

20 Jolie served responses and objections to the Requests on October 27, 2023. Ex. 2. Jolie  
21 objected that each of the Requests was “overbroad as to any non-disclosure and non-  
22 disparagement agreements other than those between Jolie and Pitt entered after” a family incident  
23 that precipitated Jolie’s divorce filing by several weeks. Jolie refused to produce any documents  
24 other than those (if any) concerning such an agreement between Jolie and Pitt (copies of which, by  
25 definition, Pitt would already have in his possession if they existed). *Id.* at 2–4.

26 \_\_\_\_\_  
27 <sup>6</sup> Pitt’s Requests 2 and 4 seek only documents that set forth or explicitly reference Jolie’s reasons  
28 for entering or agreeing to, or requesting or proposing, the relevant NDAs—not all documents  
concerning the underlying facts of events that may be covered by the NDAs.

1 The parties exchanged meet-and-confer correspondence about the Requests and Jolie’s  
2 objections thereto. Pitt explained that the NDAs are highly relevant to Jolie’s allegations  
3 regarding the non-disparagement clause proposed by Pitt’s lawyers that Jolie has presented as so  
4 central to this case. *See* Ex. 3 at 2; Ex. 5 at 1–2. Likewise, Pitt explained that documents  
5 discussing or referencing Jolie’s reasons for entering into NDAs or asking third parties to do the  
6 same are relevant to the extent Jolie insists that *Pitt’s* reasons for requesting an NDA in  
7 connection with the Miraval transaction are material to this case. Ex. 3 at 2–3.

8 Jolie stood on her relevance objection, with the sole caveat that she agreed to produce the  
9 small set of documents concerning “NDAs *discussed or entered*” and/or “*entered or proposed*  
10 between Mr. Pitt and Ms. Jolie.” Ex. 4 at 1–2 (emphases added); *see also* Ex. 6 at 1–2. Pitt, of  
11 course, already possesses any such documents that may exist.

#### 12 **LEGAL STANDARD**

13 The scope of discoverable information includes any non-privileged information “relevant  
14 to the subject matter involved in the pending action . . . if the matter either is itself admissible in  
15 evidence or appears reasonably calculated to lead to the discovery of admissible evidence.” Civ.  
16 Proc. Code § 2017.010. “Section 2017.010 and other statutes governing discovery ‘must be  
17 construed liberally in favor of disclosure unless the request is clearly improper by virtue of well-  
18 established causes for denial.’” *Williams*, 3 Cal. 5th at 541.

19 A requesting party may bring a motion to compel further responses to its requests where an  
20 objection is “without merit or too general.” Civ. Proc. Code § 2031.310(a)(3). Upon showing  
21 “good cause justifying the production,” § 2031.310(b)(1), *i.e.*, making “a fact-specific showing of  
22 relevance,” the burden shifts to the objecting party to justify its objection. *Kirkland v. Sup. Ct.*, 95  
23 Cal. App. 4th 92, 98 (2002); *Glenfed Dev. Corp. v. Sup. Ct.*, 53 Cal. App. 4th 1113, 1117 (1997).

#### 24 **ARGUMENT**

25 The sole question before the Court on this Motion is whether Jolie’s non-disclosure and/or  
26 non-disparagement agreements with third parties are relevant or likely to lead to the discovery of  
27 admissible evidence in this lawsuit. The answer is an emphatic “yes.” All non-privileged  
28 documents responsive to the Requests should therefore be produced.

1 **I. Documents concerning Jolie’s own use of NDAs are highly likely to be probative of**  
2 **Jolie’s allegations and defenses regarding the proposed provision.**

3 Jolie—not Pitt—places an oversized emphasis on the importance of non-disparagement  
4 clauses in this lawsuit. Her Cross-Complaint alleges that “the deal [for Pitt to purchase Château  
5 Miraval] fell apart because Pitt demanded Jolie agree to a non-disparagement clause covering his  
6 personal conduct as a condition of his purchase of the winery.” X-C ¶ 39. Jolie asserts that this  
7 issue “goes to the very heart of this case,” and she seeks a declaratory judgment that Pitt’s request  
8 rendered “unconscionable, void, and against public policy” the former couple’s contract providing  
9 that each of them would have a consent right over any sale to a third party. *Id.* ¶¶ 39, 42(c). Jolie  
10 has even served Pitt with and moved to compel responses to 54 harassing and oppressive requests  
11 for production that she (pretextually) claims are meant to lead to the production of documents that  
12 will reveal “[w]hy this non-disparagement clause was so important to Pitt,” which she alleges “can  
13 be fully explained only by understanding what happened” between the two prior to their divorce.<sup>7</sup>  
14 *Id.* ¶ 39; Ex. 3 at 2–3. Despite all of this, Jolie would have it both ways by simultaneously  
15 insisting that “[o]ther NDAs with other people have nothing to do with this.” Ex. 6 at 1–2.

16 To probe the veracity of this NDA defense at “the very heart of” Jolie’s case, Pitt served  
17 Requests seeking documents concerning (i) NDAs to which Jolie is herself a party, (ii) NDAs to  
18 which Jolie requested that a third party agree, and (iii) documents setting forth or referring to  
19 Jolie’s reasons for entering into, or requesting that third parties enter into, NDAs. These  
20 documents are probative of whether Jolie actually viewed the provision requested by Pitt and  
21 Perrin as an “abusive and controlling deal-breaker” that released her of any contractual obligations  
22

23 <sup>7</sup> Contrary to Jolie’s claims in her motion, Pitt has *agreed* to produce documents in response to a  
24 different Jolie request concerning the reasons he proposed the NDA provision. Ex. 9 at 61–62  
25 (Request 88). And in meet-and-confer correspondence regarding the 54 harassing and oppressive  
26 Jolie requests regarding Pitt’s underlying conduct, Pitt (while reserving all rights) offered to  
27 produce documents sufficient to show “what happened” in connection with the incident in  
28 question, if Jolie would accept that in satisfaction of the requests. But Jolie rejected that offer.  
*See* Ex. 8. Jolie moved to compel instead, contending that she is entitled to collect and present  
evidence concerning “what Pitt was trying to hide,” in order to show “why Pitt’s demand [for the  
NDA] was so hurtful to her.” Jolie Mot. at 7.

1 to Pitt. These documents should be produced.

2         **First**, the scope, terms, and subject matter of NDAs that Jolie has agreed to (sought by  
3 Request No. 1) are probative of the extent to which she genuinely viewed the NDA that Pitt and  
4 Perrin proposed as abusive. If Jolie willingly entered into similar or more restrictive NDAs with  
5 third parties, that would cast serious doubt on her claim that she viewed Pitt’s request as so  
6 unconscionable that it caused her to crater a \$50+ million transaction that she was poised to enter  
7 after months of negotiations. Documents showing the types of provisions that Jolie did *not* find to  
8 be abusive (and the reasons why she found them acceptable) are therefore relevant (or, at  
9 minimum, likely to lead to the discovery of admissible evidence) and should be produced. That  
10 such documents exist is hardly speculative; as described above, Jolie herself proposed an even  
11 broader NDA to Pitt in connection with their family litigation.

12         **Second**, the scope, terms, and subject matter of NDAs that Jolie asked third parties to enter  
13 into (sought by Request No. 3) are highly relevant to the same issues because they evidence terms  
14 that Jolie believes are appropriate and not “unconscionable” to request from others. For example,  
15 if Jolie conditioned her continued employment of an individual on that individual’s agreement to  
16 an NDA covering what they witnessed in her home—including her treatment of her children and  
17 Pitt—that would be highly probative of whether she truly believed the provision requested by Pitt  
18 was an “unconscionable gag order.” The same is true with respect to any NDA between Jolie and  
19 any third party with whom she is in a relationship or who has assisted with the care of the couple’s  
20 children. To the extent that Jolie requested this third party’s silence about her family or homelife,  
21 particularly in a circumstance where there was no business justification, it would speak volumes  
22 about whether Jolie actually viewed Pitt’s requested NDA, which was linked to the Miraval  
23 business, as the deal-ender she subsequently alleged it to be. NDAs dealing with different subject  
24 matter are also likely to lead to admissible evidence—namely, deposition testimony about why  
25 Jolie believed those subjects were fair game for NDAs while others were unconscionable. These  
26 documents, too, should be produced.

27         **Third**, documents setting forth or referring to the *reasons* why Jolie agreed to enter into  
28 NDAs with third parties or proactively requested NDAs from third parties (sought by Request

1 Nos. 2 and 4) are probative of Jolie’s views about the many legitimate reasons for entering into  
2 NDAs—for instance, to avoid negative publicity that could harm a business (*i.e.*, the very reason  
3 that Pitt pleads he and Perrin sought the non-disparagement provisions at issue here). Evidence  
4 that Jolie entered into NDAs covering similar subjects for similar reasons as Pitt would undermine  
5 her contention that Pitt’s request rendered their implied-in-fact contract unconscionable as a matter  
6 of public policy, a defense that is legally deficient in any event, but which Jolie submits is at “the  
7 very heart of the case.” Accordingly, these documents should also be produced.

8 ***Finally***, Jolie cannot meet her burden of justifying her refusal to produce any documents  
9 responsive to any of the four Requests concerning NDAs (other than those proposed, discussed, or  
10 entered into between her and Pitt). *See Kirkland*, 95 Cal. App. 4th at 98. Jolie bases her objection  
11 on her alleged subjective belief that the non-disparagement provision requested by Pitt was  
12 uniquely objectionable because it would have covered (broadly speaking) the details of the parties’  
13 relationship. But this argument has no place at the discovery phase. Nor are Pitt’s Requests  
14 overbroad or excessive. Rather they are laser-focused on the NDAs themselves and Jolie’s  
15 statements about her reasons for seeking them—precisely what Jolie herself has put at issue in this  
16 case.<sup>8</sup>

17 The sole objection Jolie has raised to Pitt’s Requests is that they seek irrelevant documents,  
18 but her arguments go to probative *weight*, not relevance. Although Jolie is free to later attempt to  
19 distinguish the facts or circumstances surrounding her use of NDAs, Pitt is entitled to discover this  
20 information, question Jolie about it, and submit the issue to the trier of fact for determination. Put  
21 simply, the Requests are reasonably calculated to lead to discovery of documents that will test  
22 whether Jolie was truly so offended by the proposed NDA and her claim that she was entitled to

23 \_\_\_\_\_  
24 <sup>8</sup> By way of illustration only, Pitt’s Requests would cover a hypothetical NDA between Jolie and a  
25 partner barring that person from speaking disparagingly about the couple’s relationship—but they  
26 would not intrusively seek documents concerning the relationship itself. This stands in stark  
27 contrast to Jolie’s Requests 1–54 to Pitt, which seek documents concerning underlying conduct  
28 that would be covered by the requested NDA, along with a host of additional irrelevant discovery  
into psychological reports and therapy sessions that followed. *See Jolie Mot.* at 8 (explaining that  
Jolie seeks “emails, photographs, and other evidence why Pitt was so concerned” that he sought  
the NDA).

1 breach her contract with Pitt and sell to the Stoli Parties, or whether that defense is pretextual in  
2 nature. “That is enough to justify discovery.” *Lipton v. Sup. Ct.*, 48 Cal. App. 4th 1599, 1616  
3 (1996).

4 **CONCLUSION**

5 For the foregoing reasons, Plaintiffs respectfully request that the Court grant the Motion.

6  
7 DATED: April 4, 2024

Respectfully submitted,

8  
9 By:           /s/ John V. Berlinski            
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**PROOF OF SERVICE**

*Pitt v. Jolie*  
Case No. 22STCV06081

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

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 1875 Century Park East, 23rd Floor, Los Angeles, CA 90067-2561.

On April 4, 2024, I served the following document(s) described as **PLAINTIFFS' NOTICE OF MOTION AND MOTION TO COMPEL FURTHER RESPONSES AND PRODUCTION OF DOCUMENTS FROM DEFENDANT ANGELINA JOLIE; MEMORANDUM OF POINTS AND AUTHORITIES** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused the document(s) to be sent from email address kminutelli@birdmarella.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on April 4, 2024, at Los Angeles, California.

*/s/ Karen M. Minutelli*  
\_\_\_\_\_  
Karen M. Minutelli

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**Case No. 22STCV06081**

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## Court Reservation Receipt

### Reservation

Reservation ID: 257097942103	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: William B. Pitt (Plaintiff)	Location: Stanley Mosk Courthouse - Department 16
Date/Time: May 16th 2024, 9:00AM	Confirmation Code: CR-K6TOZGGRUXRWCZZHT

### Fees

Description	Fee	Qty	Amount
Motion to Compel Further Discovery Responses	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
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