



Neutral Citation Number: [2019] EWHC 1113 (QB)

Case No: HQ18M01923

**IN THE HIGH COURT OF JUSTICE**  
**QUEEN'S BENCH DIVISION**  
**MEDIA & COMMUNICATION LIST**

Royal Courts of Justice  
Strand, London, WC2A 2LL

Date: 27/02/2019

Before :

**THE HONOURABLE MR JUSTICE NICKLIN**

Between :

**JOHN CHRISTOPHER DEPP II**

**Claimant**

- and -

**(1) NEWS GROUP NEWSPAPERS**  
**(2) DAN WOOTTON**

**Defendants**

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**James Price QC and Victoria Jolliffe (instructed by Brown Rudnick) for the Claimant**  
**Adam Wolanski (instructed by Simons Muirhead & Burton LLP) for the Defendants**

Hearing date: 27 February 2019  
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**Approved Judgment**

**The Honourable Mr Justice Nicklin :**

1. This is a claim for libel brought by the Claimant, John Christopher Depp II, better known as Johnny Depp, against the Defendants, arising from an article published in *The Sun* on 28 April 2018, under the headline, "*GONE POTTY, how can JK Rowling be 'genuinely happy', casting wife beater, Johnny Depp in the new Fantastic Beasts film*" ("the Article"). The Article appeared in the Second Defendant's column in the newspaper.
2. Mr Depp and Amber Heard were married on 3 February 2015. They separated on the 22 May 2016. Ms Heard petitioned for dissolution of their marriage on the 23 May 2016. The divorce was resolved by an agreement reached between the parties on the 15 August 2016 ("the Divorce Agreement"). The Article concerned alleged incidents of domestic violence by Mr Depp against Ms Heard during their marriage.
3. The Claim Form was issued on 1 June 2018. Particulars of Claim followed on the 13 June 2018. I need not set out the Article in this judgment. It suffices for me to set out the meaning that Mr Depp contends the Article bears which is:

"The Claimant was guilty on overwhelming evidence of serious domestic violence against his then wife, causing significant injury and leading to her fearing for her life for which the Claimant was constrained to pay no less than £5 million to compensate her and which resulted in him being subjected to a continuing court restraining order; and for that reason is not fit to work in the film industry."

4. The Defence was filed on 11 July 2018. It advances one substantive defence: truth. The meaning that the defendants seek to prove true is:

"The Claimant beat his wife, Amber Heard."

5. The Particulars of Truth in the Defence identified the factual matters the Defendants seek to establish at trial and which they contend will prove the meaning that they relied upon to be substantially true. Again, a summary of the Defendant's case will be sufficient for the purposes of the issue the Court has to resolve at this stage. The Defence relies on two particular incidents of alleged violence against Ms Heard (of which the alleged details are provided) on 21 April 2016 and 21 May 2016.
6. Under the Civil Procedure Rules (CPR Part 53, Practice Direction 2.8), Mr Depp was required to file a Reply "specifically admitting or denying" the Particulars of Truth and giving details of the facts upon which he relied. Mr Depp filed his Reply on 20 July 2018. In it, he has denied that he has beaten Ms Heard. In respect of the first alleged incident on 21 April 2016, he contends that it was Ms Heard who was the aggressor. Mr Depp denies that there was any violence used against her on 21 May 2016.
7. As libel actions go, this one is particularly straightforward. What happened on these two occasions is a dispute of fact and would normally be resolved at a trial during which the Court would hear the evidence called by both parties. Whether the allegations of domestic violence are ultimately proved true, would be a matter for that trial. At this stage, the Court is not in a position to, and does not, make any findings at all.

8. On 29 November 2018, the Defendants filed an Application Notice seeking an order from the Court in the following terms:

"Pursuant to CPR Part 3.1(2)(f)... this action is stayed unless and until the Claimant has confirmed in writing to Amber Heard or her legal representatives that he shall not at any time seek to assert against Ms Heard, any claim in any jurisdiction or right to restitution, damages, costs or other relief or remedy of any kind in respect of (a) any disclosure or communication that may be made to the Defendants or their legal representatives for the purposes of these proceedings; and (b) any evidence that she may give whether orally or in writing for the purposes of these proceedings."

9. CPR 3.1 sets out the Court's general powers of case management. One of those in paragraph 3.1(2)(f) is the power to, "*Stay the whole or part of any proceedings or judgment, either generally or until a specified date or event*".
10. The Application has been supported by the witness statement of the Defendants' solicitor, Mr Louis Charalambous, dated 29 November 2018. Put shortly, the Defendants contend that Ms Heard is a crucial witness for their Defence and she considers that she is subject to confidentiality restrictions in the Divorce Agreement which prevent her from assisting the Defendants with evidence to support their case. They argue that Mr Depp's claim should be stayed until he releases her from these confidentiality restrictions.

### **The Divorce Agreement**

11. Logically, the starting point is what the Divorce Agreement actually provides in terms of confidentiality restrictions. The agreement itself is embodied in a court document from the Superior Court of California, County of Los Angeles titled: "*Stipulated judgment of dissolution of marriage*". It appears that, under Californian law, a divorce settlement can be embodied in a court Judgment; but it is clear that it does represent an agreement between the parties. Paragraph 22.3, for example, recites, "*The provisions of this judgment constitute the parties' marital settlement agreement*".
12. The Divorce Agreement dealt with the various issues that conventionally arise on divorce, but it included the following particular provisions:
- a. Paragraph 8, a provision relating to, "Other proceedings," provided so far as material:
    - "8.1 [Ms Heard] represents and [Mr Depp] acknowledges and agrees that on the August the 16 2016, [Ms Heard] dismissed her Request for Domestic Violence Restraining Orders against [Mr Depp], with prejudice, in this dissolution action. The parties agree that neither [Ms Heard] nor [Mr Depp] was the prevailing party for the purposes of [part of the code of civil procedure] or any other statute...
    - 8.3 Neither [Ms Heard] nor [Mr Depp] shall pursue any civil action (including but not limited to, actions for assault or battery,

negligent or intentional infliction of emotional distress, libel, slander and defamation and/or 'Marvin' claims arising before the parties' marriage) against the other for any reason, in any jurisdiction, for anything that occurred in the time period through and including the execution of [the Divorce Agreement] on August the 15/16 2016.

8.4 [Ms Heard] represents that she has not filed a police report, claiming that there was any criminal wrongdoing by [Mr Depp]. [Ms Heard] shall not be limited in any way, in fully complying with any valid legal process or cooperating with any law enforcement investigation. In the event that [Ms Heard] is served with any valid legal process relating in any way to [Mr Depp] and/or this dissolution action, [Ms Heard] shall notify [Mr Depp] within 48 hours of receipt of that legal process so that [Mr Depp] may make any and all appropriate and legal objections to such process as he deems necessary."

b. Paragraph 19 provided a form of alternative dispute resolution process for any further disputes between the parties as to the terms of the Divorce Agreement:

"19.1 The parties acknowledge their intent to cooperate with one another and to resolve all issues if possible without further litigation... [T]he parties stipulate that Judge Louis M Meisinger (Retired) shall be appointed as a judge *pro tem* for all purposes in this case. Accordingly, in the event that the parties encounter disputes as to provision herein, the parties agree that they will submit and all disputes to mediation and resolution to the Judge Louis M Meisinger (Retired) as a judge *pro tem* or if Judge Meisinger is unavailable for any reason, to another mutually agreed upon retired judicial officer."

c. Paragraph 20 contains the parties' agreement regarding confidentiality:

"20.1 Except for documents previously filed with the Court, neither [Ms Heard] nor [Mr Depp] shall discuss, publish or post or cause to be discussed, published or posted, directly or indirectly, any information pertaining to the parties' pre-marital relationship, marriage, or this dissolution action on the Internet (including but not limited to social media applications, websites, logs, news periodicals, etc.) or in the media in any manner. [Ms Heard] and [Mr Depp] shall also instruct their respective agents, friends, family members and representatives not to communicate and/or in any way, contrary - sorry - not and/or act in any way contrary to this provisional.

20.2 The confidentiality provisions set forth herein shall be fully enforceable by each party. The parties each expressly acknowledge and agree that the confidentiality provisions in this judgment are of a special, unique, unusual and extraordinary

character and that a breach of any confidentiality provision of this Judgment shall necessarily result in irreparable injury to the other party for which no adequate remedy is available at law and which is not fully compensable, in money damages alone. The parties further acknowledge and agree that in the event of any such breach or threat thereof, the non-breaching party may be entitled to injunctive and other equitable relief as may be necessary to prevent, remedy and/or mitigate the adverse effects of such actual or threatened breach; in addition to any legal remedies such as disgorgements of profits received or damages to which the said party may be entitled. The parties acknowledge and agree that the non-breaching party also shall be entitled to seek recovery of any and all reasonable attorneys' fees and costs incurred to pursue such remedies.

20.3 Each of the parties hereto acknowledges, agrees, warrants, represents and covenants that, except as may be required by law, each said party shall refrain from making or causing to be made and agrees not to make or cause to be made, any derogatory, disparaging, critical or accusatory statements either directly or indirectly, express or implied, oral or written, concerning the other party where the said statements are believed true or not.

20.4 The foregoing shall not be construed or enforced in any manner that would restrict the disclosing party from responding truthfully in response to an enquiry required by legal process."

d. Paragraph 21.16 provided that the interpretation effect of the Divorce Agreement was governed by the law of California.

13. In his statement, Mr Charalambous refers to and quotes paragraphs 20.1 to 20.3 but omits paragraph 20.4. He confirms the Defendants had a copy of the Divorce Agreement prior to pleading the Defence. To that extent, therefore, they mounted their truth defence with knowledge of the restrictions that applied to Ms Heard but Mr Charalambous says, in what appear to be carefully chosen words:

"The Defendants pleaded the Defence, having assessed, (a), that Ms Heard would be prepared to assist them by giving evidence at trial and, (b), that Mr Depp would not put obstacles in the way of Ms Heard giving evidence at trial and would release her from her confidentiality obligations for this purpose."

14. The basis of the "assessment" is not explained but Mr Charalambous notes that the Defendants, "*Were correct about (a) but they were wrong about (b)*", and adds:

"This has come as a very considerable surprise to the defendants, given that Mr Depp is seeking vindication through these libel proceedings. Such vindication would plainly be worthless if gained through proceedings where he had, in effect, prevented Ms Heard from giving her side of a story to the court."

15. Earlier in the statement, Mr Charalambous states the Defence was pleaded, "*on the basis of various US court documents from the claimant's and Ms Heard's divorce proceedings*" and that the Defendants had obtained copies of the documents prior to drafting the Defence. The Defendants have confirmed that the plea of truth was based upon a sworn declaration that Ms Heard had provided, in support of an *ex parte* application in the Superior Court of California, Los Angeles, for a restraining order against Mr Depp. I am told that the declaration is a public document.
16. It is not without risk, but there is nothing wrong, in principle, with a party pleading Particulars of Truth drawn from such materials. At the pleading stage, the rule is that the Defendant should believe the words complained of to be true; should intend to support the defence of true at trial; and should have reasonable evidence to support the plea or reasonable grounds for supposing that sufficient evidence to prove the allegations will be available at the trial: *McDonalds -v- Steel* [1995] EMLR 527, 535-536. The risk, of course, is that the material or evidence upon which the defendant intends to support the plea of truth subsequently does not materialise or is otherwise unavailable.
17. Here, the Defendants clearly decided that the material from the US Court documents they had was credible and enabled them to verify the Particulars of Truth in the Defence with a statement of truth. As Mr Charalambous makes clear, the Defendants anticipated Ms Heard would be available to be called as a witness for them at the trial.
18. At least in relation to a witness who is within the jurisdiction, a defendant has the option of issuing a witness summons to compel the attendance of a witness. Witness summonses can be useful in at least two different situations. The first is in respect of a witness who will not voluntarily attend court and must therefore be compelled. The second is the witness who, although not reluctant, will not provide the evidence sought by the party, voluntarily, for example, because of some confidentiality restriction however that restriction arises. That is not to say that a witness summons automatically overrides the obligation of confidentiality. The Court will balance the interests of the person owed the duty of confidence with the importance of the evidence to the case. The more central the evidence, the greater the justification for overriding the privacy/confidentiality interest.
19. It is important that the Court retains control of the extent to which the obligation of confidence is overridden. If a third party is the subject of an obligation of confidence, and s/he is prevented from giving that evidence by a confidentiality agreement, then the Court will override the duty of confidence to the extent, and only to the extent, that it is necessary fairly to resolve the claim.
20. Whether it is necessary to override a confidentiality restriction will depend upon the particular circumstances of the case, but it would be wrong for the Court to override the confidentiality further than is necessary. For example, if a witness provided a witness statement that included material that was subject to confidentiality restrictions but was irrelevant to the issues to be determined, the Court would not allow that evidence to be deployed because it simply would not be necessary. This principle has a bearing on whether, and if so, the terms upon which the Court might be willing to grant a stay until one of the litigants releases a third party from an obligation of confidence (assuming

for this purpose that he has the ability to do so). The Court would only be justified in effectively requiring the release of the confidentiality restriction to the extent that it was necessary, fairly to resolve the proceedings. Again, that would be a highly fact sensitive question.

21. Ms Heard is a witness in the second category. Although she has not given a witness statement, perhaps for obvious reasons, Mr Charalambous states that Ms Heard's legal representatives have told him that Ms Heard, "*wishes to assist the Defendants by giving evidence in these proceedings*", but she is not prepared to provide any cooperation to the Defendants or give evidence at trial, "*... unless released from her confidentiality obligations for the purposes of this trial*".
22. On first impression, it might be wondered why Ms Heard was so concerned. First, the terms of the Divorce Agreement appear to envisage that being required to give evidence would be permitted as, "*a response to any enquiry required by legal process*" under the terms of paragraphs 20.3 and 20.4. Paragraph 8.4 appears to anticipate precisely this eventuality by requiring Ms Heard to give Mr Depp 48 hours' notice of her receiving, "*any valid legal process relating in any way to [Mr Depp]*" expressly to enable him to challenge the legal process if he wished. Mr Wolanski raises the issue that paragraph 20.4 protects only, "truthful" disclosures. He argues that potentially Ms Heard could be vulnerable to being sued on the basis that she had given false evidence in these proceedings. That seems to me to be a rather strained argument and the prospect of it happening in this case, rather remote.
23. Second, a witness who responds to a properly issued witness summons and gives evidence in court that is in breach of some duty of confidentiality, is immune from any action for breach of confidence based on his or her disclosures in court in his or her evidence (in this jurisdiction at least). *Marrinan -v- Vibart [1963] 1 QB 528, 535; Barclays Bank -v- Taylor [1989] 1WLR 1066*. Indeed, the immunity of the witness has been extended to the preparatory stages prior to trial: *Watson -v- M'Ewan [1905] AC 480, 487*.
24. Nevertheless, Ms Heard's position is clear; she will not assist the Defendants unless she is released from the confidentiality restrictions imposed by the Divorce Agreement. In fairness, she takes this position on the basis of legal advice. Perhaps, unusually, her solicitor, Eric George, of Browne George Ross LLP, has given a witness statement for the Defendants, explaining his assessment of the confidentiality restrictions contained in the Divorce Agreement. Mr George could not be regarded as an independent expert witness for these purposes but he has confirmed that Ms Heard wants to give evidence in support of the defence of truth. However:

"Ms Heard cannot testify about the details of her life with [Mr Depp] in an open court proceeding under the terms of the [Divorce Agreement]. In fact, Ms Heard cannot even provide testimony about the terms of the [Divorce Agreement] itself, in an open court proceedings under the terms of the [Divorce Agreement]. Any proceedings initiated under the terms of the divorce agreement and the procedures involved are also be confidential."
25. With due deference to Mr George as a practising Californian lawyer, and recognising that the Court is not familiar with applicable local law on this point, this is a difficult

statement to accept, not least because his evidence does not refer to or consider any of the actual terms of the Divorce Agreement which he says leads to this conclusion. In particular, he does not address paragraphs 8.4, 20.3 and 20.4. Also, these libel proceedings are not, "*proceedings initiated under the terms of the divorce agreement*" they are entirely separate. Ms Heard is not a party to these proceedings, she is a potential witness. Finally, insofar as Mr George is concerned about any obligation from Ms Heard to maintain the confidentiality of the Divorce Agreement, that seems a very odd contention, given that I am told that the Divorce Agreement is itself a public document. In light of these points, I am unable to place much reliance upon Mr George's assessment of the restrictions the Divorce Agreement places on Ms Heard's ability to assist the Defendants in these proceedings.

26. Mr George has explained that under the Divorce Agreement, Ms Heard could apply to Judge Meisinger to resolve any "dispute" (see paragraph 19.1 of the Divorce Agreement). The present issue is not actually a dispute between Mr Depp and Ms Heard, it is more accurately Ms Heard being concerned to ascertain whether, without variation, the Divorce Agreement would prevent her from assisting the Defendants in these proceedings. There is some suggestion in the evidence, that an application to Judge Meisinger would cost between US\$20,000 to \$40,000. That figure is not explained but, in his skeleton argument, Mr Price QC complains that the Defendants' costs schedule for this application alone exceeds \$40,000.
27. Whether Mr George's advice to Ms Heard is right or not, that is what he has apparently advised her, and it is upon that advice, I am told, she is currently basing her refusal to assist the Defendants.
28. For his part, Mr Depp has filed a witness statement dated 22 January 2019. His position is very clear:
  - a. He is not suggesting that the Divorce Agreement prevents Ms Heard giving evidence.
  - b. If Ms Heard were to make an application to the Californian Court for an order allowing her to give evidence in these proceedings, he would not oppose it.
  - c. He has, "*no concern about Ms Heard being called by the Defendants*". He always anticipated that that might be a consequence of the proceedings. He is not seeking vindication on a false basis.
  - d. He is particularly concerned about an article that has apparently appeared on hollywoodreporter.com, in which it has been alleged that his legal team have, "*refused*" to allow Ms Heard to give evidence and that they "*even threatened to sue her for violating her NDA if she does*." He says that no threat has been made to Ms Heard and his lawyers have not "*refused*" to allow Ms Heard to give evidence.
29. I was not asked to reject Mr Depp's evidence as untruthful, and it has not been challenged. It does appear, on the evidence that has been presented to me, that the characterisation of Mr Depp as trying to suppress the evidence of Ms Heard in these proceedings is entirely unjustified. I have not seen any evidence that Mr Depp has made



any threat towards Ms Heard or made any attempt to deter her from giving evidence in these proceedings. On the contrary, in his evidence, he fully accepts that she may well do so. Mr Wolanski's submission in his skeleton that Mr Depp, "*considers himself entitled to achieve vindication without the inconvenience of Ms Heard giving evidence at the trial*" is simply not the position.

30. I have been referred to a number of authorities but the most helpful and most closely analogous to the current position is ***Raab -v- Associated Newspapers Limited [2011] EWHC 3375***. In that case, the defendant published an article that the claimant contended alleged that he had bullied and sexually discriminated against an individual identified as E. Both E and the claimant had worked in the office of David Davis MP for a period of time. E was bound by a confidentiality agreement that had been entered into at the end of her employment. She was approached by the defendant to provide information and possibly to give evidence for the newspaper. However, E indicated that, whilst she was willing, in principle, to assist, she would not do so unless she was released from the obligations of confidentiality imposed by the agreement. The claimant refused, and so the defendant applied to the court, initially, for an order striking out the claimant's claim. This was later amended to seek a stay in similar terms to that which is now sought in these proceedings. In ***Raab***, the defendant had not filed a defence of truth. The issue was also complicated by the fact that David Davis was one of the parties to the confidentiality agreement.
31. Tugendhat J refused to grant the stay sought by the defendant in ***Raab***. He decided:
- a. If a defendant is prevented from advancing a defence that he wishes to advance, that may be an interference with Article 10 [51] but that there was no evidence that the defendant in that case was being prevented from pleading a truth defence [56].
  - b. Any right to confidentiality the claimant may have would be overridden if the matters claimed to be confidential were relevant to an issue arising on the pleadings [55]. The Judge said:

"This is not a case about whether as opposed to when the rights of the claimant to enforce the confidentiality agreement can be maintained consistently with his bringing the claim to a conclusion."
  - c. So, the issue he had to decide was one of timing, whether the claimant should be required to, "*give up rights of confidentiality*", before service of the defence [55].
  - d. The order sought by the defendant interfered both with the contractual rights he had under the settlement agreement and his right of access to the court [56].
  - e. Justice did not require an order in the terms sought by the defendant [59].
32. It was common ground in ***Raab*** that any right to confidentiality the claimant did have under the settlement agreement would be overridden if the matters claimed to be confidential were relevant to an issue arising on the pleadings. The Judge did not therefore analyse by what mechanism the rights of confidentiality were overridden.

It may well have been that the point was uncontroversial because it is so very well established.

33. Staying a party's claim as a way, effectively, of compelling him to surrender some contractual right is, as Tugendhat J found, an interference with that litigant's rights. The interference must be necessary, in the sense that without it, the court will not be able to do justice in the case brought by the litigant.
34. In some respects, the Defendants' application in this case is on a weaker foundation than in *Raab*. Here, the Defendants have been able, apparently without difficulty, to plead a defence of truth. Their concern is the availability of Ms Heard to them as a witness going forward.
35. Like Tugendhat J, I consider that the Defendants have not shown that it is necessary at this stage for the Court to make the order that they seek. It is not necessary for the following reasons:
  - a. First, the Defendants have been able to plead a defence of truth and so they are not presently facing any impediment to their defence of the claim.
  - b. Second, I am not satisfied on the current evidence that Ms Heard's concerns about the restrictions that the Divorce Agreement imposed on her are well-founded. She will take her own advice, but even if her concerns are well-founded, the matter is capable of resolution, if necessary, by application to Judge Meisinger, either for a declaration that Ms Heard's evidence in these proceedings would not breach the Divorce Agreement or a variation of it to enable her to do so. If such an application were necessary, this judgment would give the Judge a clear idea of the issues that have arisen.
  - c. Third, even if it were assumed that giving evidence in these proceedings were a breach of the Divorce Agreement, contrary to the very clear words of paragraphs 20.3 and 20.4, then as a matter of English law, Ms Heard would be immune from any action that could be taken against her in relation to evidence that she gave as a witness in these proceedings. Whether, nevertheless, she might be exposed to a risk of suit in California if she gave evidence to an English Court has not been the subject of any independent evidence. It might be thought surprising if that were the result, but the short point is that it would require proper evidence.
  - d. Fourth, if it were necessary, in order for Ms Heard not to be in breach of the Divorce Agreement, for this Court formally to "compel" her to give evidence (and it is to be remembered that she is willing to do so) then the CPR provides procedures which the Defendants have not yet explored: witness summonses under CPR paragraph 34.2 (if Ms Heard were willing to be served in this jurisdiction) or alternatively a letter of request under Part CPR 34.13 for her evidence to be taken by deposition. In theory, Mr Depp could object to the use of these procedures but if he did, (i), it would be entirely contrary to the impression he has given to the court in his witness statement; (ii) the Court would decide whether to uphold the objection; and (iii) without pre-judging the merits, any such application (for example, to set aside a witness summons)

might have limited prospects of success in light of the obvious importance of Ms Heard's evidence to the issues to be determined at any trial.

- e. Finally, and, most importantly in practical terms, Mr Depp has clearly stated in his evidence to the Court that, (i), he expects that Ms Heard may well give evidence in these proceedings; (ii) he will not attempt to prevent that; and (iii), if it were necessary, he would not oppose Ms Heard seeking either a declaration from Judge Meisinger or a variation of the Divorce Agreement to enable her to do so.

36. In my judgment, staying Mr Depp's claim would be a measure that would only be necessary if the point were reached that it was clear that Ms Heard's evidence would not be available to the Defendants at trial because of the terms of the Divorce Agreement, yet Mr Depp had the ability, easily, to resolve that position. Alternatively, if there were evidence that Mr Depp was actively seeking (or threatening) to exercise contractual rights to prevent or deter Ms Heard from giving evidence, the Court would consider whether justice required that his claim be stayed. But Mr Depp is not doing that. On the contrary, he accepts and anticipate that Ms Heard may well give evidence at any trial. The fact that Ms Heard presently thinks that there is some impediment to her giving evidence for the Defendants is nothing to do with Mr Depp. Even if she were right, there would appear to be a number of ways of resolving the issue that have not yet been explored, adequately, or at all. It would not be right, on pain of staying his claim, effectively, to compel Mr Depp to consent to some variation of the Divorce Agreement to deal with the problem that might well be wholly illusory. At this stage, such an order is not necessary. Mr Wolanski submitted that if a stay were not granted, the Defendants "*faced the prospect of a trial in which they would be unable to call Ms Heard as a witness, despite the fact she wants to give evidence*". A short answer to this is, it is far too early in these proceedings to reach such a conclusion.
37. My finding is that an order is not necessary at this stage. The Court would reconsider the position if it were demonstrated, for example, that under Californian law, there was a realistic prospect that Ms Heard would not enjoy the same immunity from a suit in California as a witness in proceedings as she would enjoy in this jurisdiction. Alternatively, the matter might need to be addressed again if Judge Meisinger were to declare that the Divorce Agreement did have the effect, argued by Mr George, and that the judge was not willing or able to vary it (despite the lack of objection from Mr Depp). Given the terms of the Divorce Agreement and Mr Depp's stance in relation to it, my current assessment is that that prospect may be remote but if that does materialise, as I have said, the court can reconsider the matter.