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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

WILLIAM B. PITT, an individual, and MONDO BONGO, LLC, a California limited liability company, Plaintiffs, vs. ANGELINA JOLIE, an individual, and NOUVEL, LLC, a California limited liability company, Defendants.	CASE NO. 22STCV06081 *[Hon. Cindy Pánuco]* **DEFENDANT AND CROSS-COMPLAINANT ANGELINA JOLIE'S INFORMAL DISCOVERY CONFERENCE STATEMENT**
AND RELATED CROSS ACTIONS.	Date: July 8, 2026 Time: 10:00 a.m. Dept.: 224

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INTRODUCTION

This entire dispute revolves around Plaintiff William B. Pitt's continued mischaracterization and selective quoting of Defendant and Cross-Complainant Angelina Jolie's allegations. Pitt claims that Jolie has put her entire financial condition at issue going back to 2017 because of her allegation that she was seeking "financial independence." (IDC Statement at 3:2-6.) But Pitt's selective quote misleadingly fails to include the entirety of her allegation. Jolie does not allege that she was seeking financial independence in the abstract; she alleges that she was seeking "financial independence ***from her ex-husband*** [Pitt]." (Cross-Complaint at ¶ 40 (emphasis added).) Separating from one's ex-husband is categorically different from an allegation that one is suffering general financial distress. Jolie has never alleged that she was in financial distress—her allegations are clear that she sought to untangle her financial life ***from the ex-spouse she was divorcing***. That distinction is dispositive.

Pitt also inaccurately ties his demand for a coercive NDA to Jolie's financial condition, but here too his summaries are not accurate. Appearing to mock her, Pitt highlights that the NDA he proposed "nearly broke her," and concludes from this, in conjunction with Jolie's conclusion that she had to sell Miraval to someone else, that Jolie placed her entire financial condition at issue because she felt "financially cornered." But the phrase "financially cornered" is Pitt's phrase, not Jolie's. Jolie never once made that allegation. And the distinction above applies here too: her ex-husband was attempting to have her sign an NDA to cover up his abuse of her and their children as a condition to him buying her most valuable asset, which was their biggest financial entanglement. The issue is not whether Jolie needed the money—the issue is that she was trying to untangle her life and her finances from her controlling and abusive ex-husband. That distinction makes all the difference.

In short, the entire basis for Pitt compelling these answers is a made-up theory that Jolie did not allege. Nevertheless, to narrow the dispute, and although she feels very strongly that she did not have to do this, Jolie already agreed to produce and has in fact produced her tax returns, and all of her profit participation statements showing any income received, for 2020 and 2021. Although Jolie had no obligation to do so, producing these documents should have ended this dispute. These two years of private financial information—leading up to (2020) and during (2021) the very dispute that is at the center of this case—already provided Pitt all the insight he needs into Jolie's financial condition. Going back any further is a serious invasion of Jolie's privacy rights.

BACKGROUND

A. Jolie's Allegations.

Contrary to Pitt's IDC statement, Jolie's "financial vulnerability" is not and never has been a part of this case. The words "vulnerable" and "vulnerability" do not appear in her Cross-Complaint. The word "independence" appears twice. The first time is in paragraph 26, where Jolie alleges that she "was growing increasingly uncomfortable with continuing to participate in an alcohol-related business, given the impact Pitt's acknowledged problem of alcohol abuse on their family" and, "[r]esigned that Pitt would not share control of the winery or distribute any profits," and "concerned about participating in a business that was associated with such painful and traumatic memories for her and their children, and seeking financial independence, Jolie concluded that she needed to sell her interest in Chateau Miraval." Nothing in this paragraph suggests that Jolie needed money; everything in it expressly references the pain and trauma Jolie associated with Miraval and Pitt and her need to remove herself from both—physically, emotionally, and financially.

If there was any ambiguity in that initial statement, the second time the word "independence" appears in the Cross-Complaint at paragraph 40 definitively resolves it. Specifically, Jolie alleges that with the requested declarations, "Jolie can finally have what she thought she had when she sold Nouvel to Stoli in 2021: To move on from the winery and chateau, ***to have financial independence from her ex-husband***, and to finally have some form of peace and closure to this deeply painful and traumatic chapter of her and their children's lives." ***That*** is the issue, not what Pitt claims it to be.

Relatedly, in paragraph 36 of the Cross-Complaint, Jolie alleges, "After failing to bully Jolie into agreeing to a non-disparagement clause in exchange for her economic freedom and security, Pitt now claims that Jolie was not authorized to sell her interest in Chateau Miraval and

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is asking the Court to unwind the sale." Like the allegations above, the "economic freedom and security" is Jolie's freedom and security ***from Pitt***—the ex-husband from whom she is trying to separate her life. Nothing here suggests Jolie needed money.

There are a few additional allegations relevant here. Jolie alleges that Chateau Miraval was "her most important ***asset***." (Cross-Complaint ¶ 25 (emphasis added).) In discovery, Pitt has made much of this allegation, but the critical portion of it is the word "asset." The allegation is not tied to her income, her cash flow, or general financial condition. She simply alleged that her share of Miraval was her most "important" asset. Jolie's yearly income does not bear on whether that allegation is true or not.

Jolie also alleges that on June 2, 2021, Pitt made the proposal that ended their negotiations for Pitt to buy Miraval from Jolie: "For the first time, Pitt demanded that Jolie be bound by a broad non-disparagement clause that would prohibit Jolie from discussing outside of court any of Pitt's personal conduct toward her or the family. Combined with Pitt's pre-existing demand that he have the right to hold $8.5 million of the $54.4 million purchase price for four years, the new clause created an unconscionable gag order over Jolie enforced by an $8.5 million hold-back." (Cross-Complaint ¶ 31.) Here, too, nothing in the allegation suggests financial struggles by Jolie—and certainly nothing related to the 2017 to 2019 period in dispute here.

And finally, Pitt again mischaracterizes what Jolie actually wrote when he summarizes the motion to compel briefs Jolie filed in 2024, claiming that those papers frame "the NDA demand as coercive pressure tied to her purported financial condition." (IDC Br. at 3:12-14.) Yet in her opening brief, what Jolie actually wrote is: "By 2021, Pitt knew that Jolie needed to sell her share of Miraval for many reasons, not least of which was so she could secure her financial independence ***from her ex-husband***." (April 4, 2025 Br. at 6:10-11 (emphasis added).) Again, nothing here relates to any general financial distress. Pitt also cites the conclusion of that brief stating Jolie "had no other option but to sell to someone else" because Jolie was "financially cornered," (IDC Br. at 3:10), but the phrase "financially cornered" does not appear in Jolie's brief either. Instead, Jolie wrote, "Pitt could end this dispute immediately

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if he would only accept that ***his ex-wife did not want to stay in business*** with him and that, when he backed out of the deal to buy her out, she had no other option but to sell to someone else." (April 4, 2025 Br. at 19:14-16.) Nothing about feeling financially cornered appears here. Instead, what the brief confirms is that Jolie was seeking to get her independence, including her financial independence, ***from Pitt***.

Pitt also cites to pages 4-6 of the reply brief on that motion for the proposition that Jolie alleged Pitt's conduct "deprived Jolie of reasonable economic alternatives" and tied the NDA demand "to her purported financial condition," (IDC Br. at 3:14), but neither of these propositions are found anywhere in the actual reply brief either. The only point regarding money that appears in those pages is where Jolie wrote, "Because Miraval was the last bit of leverage and control Pitt held over Jolie, he was not going to release that leverage unless Jolie first agreed to contractually bury his misconduct on threat of an $8.5 million holdback." (July 25, 2024 Reply Br. at 5:22-24.) Again, this has nothing to do with Jolie alleging she had general financial difficulties.

In short, none of the allegations in Jolie's Cross-Complaint or statements made in previously filed briefs put at issue whether Jolie was in financial distress during any time-period relevant to this case. The distress that Jolie was in, as she alleges, was that she could not separate her finances from her ex-husband despite her strong desire to do so.

B. <u>The Meet And Confer</u>.

Pitt served his third set of Requests For Production of Documents on December 10, 2024. Jolie responded on January 30, 2025. The parties met and conferred for the next four months. Pitt stated during that process that the reason he needed Jolie's tax returns and profit participation statements was to test Jolie's allegation that Miraval was her "most important asset" in paragraph 25 of the Cross-Complaint. Pitt also argued that he was entitled to "aggregate" Jolie's assets to show that Miraval was not her most important, so he was entitled to see evidence of all of her finances, including her taxes, profit participation statements, jewelry, real property—everything. Finally, Pitt argued that Jolie's "income stream" could somehow test the assertion that Miraval was Jolie's most important asset, but never explained how that made

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any sense.

Regardless, in June 2025, Jolie proposed identifying any single asset valued at or above $10 million so that Pitt could compare Miraval to her other high-value assets. Jolie's reasoning was that she sold Miraval for over $50 million, so any other assets that could "test" her assertion that Miraval was "important" had to be valued at least in the millions of dollars. Indeed, this really should be a non-issue, because Pitt has always known that Miraval was her biggest asset by his own personal knowledge as well as due to their necessary financial disclosures in their divorce proceedings.

Pitt never responded to Jolie's offer, other than to periodically ask that Jolie extend his motion to compel deadline as a courtesy, which Jolie did. Then, nearly *seven months later*, on January 20, 2026, completely out of the blue, and without responding to Jolie's June 2025 proposal, Pitt demanded full compliance with various RFPs, including 81 and 82, on the threat that he would file a motion to compel in three days. Jolie asked several times in the next week for Pitt to respond to her June proposal. On January 29, 2026, Pitt rejected that offer by proffering a second theory—that Jolie's "defenses turn on whether she was genuinely financially vulnerable in 2021," and so whether Miraval was her most important asset was no longer the sole issue. (January 29, 2026 email from Julia Cherlow to Paul Murphy.)

In February 2026, as a final effort to resolve this issue, Jolie highlighted that, in the divorce case, the parties had exchanged detailed disclosures about their financial condition as of 2024, and Jolie proposed assembling a similar disclosure for 2021. Pitt was intrigued by the proposal, but insisted on Jolie doing the work and providing the 2021 tax return, while Pitt still maintained the option to move to compel if the 2021 disclosure information was not to his liking. Jolie agreed to this proposal: "[w]e will agree to provide the Declaration of Disclosure and Expense and Income Declaration, with you reserving all rights and ability to file a motion to compel later. We expect to be able to get you the information within 30 days. Please confirm that this resolves the issue (for now)." (February 19, 2026 email from Paul Murphy to Julia Cherlow.)

Shockingly, Pitt rejected his own proposal. In an email sent at 4:59 p.m., Pitt wrote,

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“We appreciate the offer, but we cannot wait 30 days,” and with no notice whatsoever, wrote that “[w]e will therefore file our motion ***today***.” (February 19, 2026 email from Julia Cherlow to Paul Murphy.). Over the next several days, Jolie offered further concessions, including during oral conversations between Paul Murphy and John Berlinski, but Pitt kept rejecting them, insisting that nothing short of Jolie’s actual tax returns could satisfy Pitt’s RFPs. For that reason, Jolie withdrew her offer to provide the 2021 asset declaration, and, relevant here, agreed to provide her tax returns and profit participation statements for 2020 and 2021.

Then in March 2026, Pitt sent a letter, changing his argument yet again. This third time, Pitt argued that Jolie was seeking her “financial independence” and so the financial information from 2017-2019 also had to be produced. Jolie’s counsel rejected that proposal, explaining to Pitt’s counsel that he was mischaracterizing Jolie’s allegations, and he even identified the exact allegations where Jolie alleges that she was seeking her financial independence ***from Pitt***. Without explanation, Pitt’s counsel refused to accept that characterization. This IDC follows.

C. <u>The Proposed Stipulation</u>.

Pitt’s IDC statement also refers to a proposed stipulation, that Jolie “was not under economic pressure before January 1, 2020, and that Plaintiffs did not exert economic coercion on her from 2017-19.” (IDC Br. at 4.) In an April 9, 2026 letter, Pitt wrote, “[W]e are comfortable setting aside the 2017-19 materials, provided that you confirm that such framing [that Jolie was seeking financial independence from Pitt and not generally] will be the scope of any argument or presentation on this point in regard to any time period, and further that Ms. Jolie stipulate that Plaintiffs did not apply economic coercion and that she was not under financial pressure prior to January 1, 2020.”

The problem is that Pitt is asking Jolie to stipulate to arguments she is not making, and expects Pitt to try to use the stipulation to interfere with what Jolie *is* actually arguing: That she was attempting to obtain her financial independence from Pitt. Jolie is entitled to be skeptical of Pitt here, especially since he continues to unrepentantly mischaracterize her allegations. Moreover, Jolie has no obligation to enter into stipulations about arguments she is not making. Jolie’s Cross-Complaint is unambiguous in its allegations and there is no authority requiring her

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to enter into this sort of stipulation.

ARGUMENT

A. Jolie's Tax Returns, Financial Records, and Profit Participation Statements From 2017 to 2019 Are Not Relevant To This Case.

The entire premise of Pitt's IDC statement is nowhere to be found in Jolie's allegations. Pitt claims he needs Jolie's financial records from 2017 to 2019 to test the assertion that Pitt's proposed NDA in 2021 was "economically abusive" and "coercively controlling." But whether Jolie made money during the period from 2017 to 2019—even if she made millions of dollars—does not have any relationship to Pitt, in 2021, demanding that Jolie agree to an NDA. As an accommodation, Jolie already agreed to and did produce her tax returns for 2020 and 2021, which are more than sufficient for Pitt to investigate whether his threat was something Jolie could shrug off at the time.

But more to the point, Jolie has never claimed she was financially "vulnerable." That is why every time Pitt writes that word in his IDC Brief, the word appears without quotation marks. Her allegations, as quoted in full above, show that she wanted her financial independence *from Pitt*—her abusive and controlling former husband. Anyone who has gone through a messy separation or divorce from a partner can almost certainly relate to the need to separate. But that does not mean the person was financially vulnerable for all purposes. The people we love are the ones who can hurt us the most, which is precisely why separation is so important. But the desire for separation and independence from an ex-partner and the need for money are not equivalent. Jolie has never once alleged that she sold Miraval because she needed money. Not once. So the idea that Jolie has placed her general financial condition at issue for all purposes is simply not supported by the record or Jolie's allegations. Pitt's requests seek information that is not relevant and fail for this reason alone.

Pitt also attempts to establish relevance by focusing on Jolie's use of the word "coerce." His argument is built on the premise that Jolie could only be coerced if she was financially vulnerable to coercion. But the two are not linked. "Coerce" means "to achieve by force or threat," with synonyms listed as "compel," "obligate," or "oblige." (https://www.merriam-

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webster.com/dictionary/coerce, last visited on June 26, 2026.) Nothing in the word's definition suggest that financial vulnerability is a precondition of coercion. And the coercion here was Pitt using Jolie's interest in Miraval and her efforts to separate herself financially from him to coerce her to agree to an NDA. That has nothing to do with Jolie's general financial condition.

B. <u>Jolie's Privacy and Privileges Outweigh Any Marginal Relevance</u>.

Even if Pitt could show some marginal relevance for Jolie's tax returns, financial information, and profit participation statements from 2017 to 2019, Jolie's privacy interests greatly outweigh it.

First, Jolie's tax returns are protected by the taxpayer's privilege. "The privilege against forced disclosure of tax returns has been reaffirmed in a variety of situations by both this court [the Supreme Court] and the courts of appeal." *Schnabel v. Superior Court*, 5 Cal.4th 704, 720 (1993)(collecting cases). "[R]elevance alone will not render a privilege inapplicable." *Fortunato v. Superior Court*, 114 Cal.App.4th 475, 482 (2003). While the privilege is not absolute, exceptions to it are narrow: (1) intentional waiver; (2) "the gravamen of the lawsuit is inconsistent with the privilege"; or (3) a public policy greater than that of the confidentiality of tax returns is involved," a "narrow" exception that "applies only when warranted by a legislatively declared public policy." *Li v. Yan*, 247 Cal.App.4th 56, 67 (2016) (citing and quoting *Weingarten v. Superior Court*, 102 Cal.App.4th 268, 274 (2002) (internal quotation marks omitted).

Pitt did not even take on the taxpayer's privilege, nor could he do so. Jolie has not waived her privilege for her 2017 to 2019 returns, the gravamen of Jolie's Cross-Complaint has nothing to do with her tax returns, her income, or her general financial condition, and there is no legislatively declared public policy that would override the privilege in this case. While it is true that Jolie elected to produce the tax returns for 2020 and 2021, that was in an effort to find a solution and, in part, because the 2021 tax return had already been produced to Pitt as part of the divorce proceedings. Rather than accept this as a fair compromise and move on, Pitt demands more, arguing that because Jolie compromised, this "conduct substantially undercuts" any claim that comparable information from 2017-19 "would be a serious privacy invasion." But Jolie is

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entitled to enforce her privacy rights and assert her privileges as she sees fit, and a compromise in an attempt to resolve issues does not impact Jolie's rights and privileges one bit. Indeed, for Pitt to not only accept the partial compromise but then try to use it as a sword against Jolie falls into the category of "no good deed goes unpunished."

As for Jolie's Profit Participation Statements from 2017 to 2019, those are undeniably protected by Jolie's right to privacy under the California Constitution. "A right of privacy exists as to a party's confidential financial affairs, even when the information sought is admittedly relevant to the litigation." California Practice Guide—Civil Trials and Evidence, Chapter 8E-C at 8:2711 (October 2025 Update) (collecting cases).

Once the threshold showing is made, the Court balances the asserted privacy interest against the need for disclosure. *Hill v. National Collegiate Athletic Ass'n*, 7 Cal.4th 1, 34-37 (1994). Here, Pitt has failed to show any need for Jolie's tax returns or profit participation statements for 2017, 2018, or 2019. All he has done is take the word "independence" out of context from Jolie's Cross-Complaint to demand that she expose all of her finances *for five years*—despite the fact that Jolie has already given him that financial information for the two years most relevant to this dispute: 2020 and 2021. That is not to say that Jolie agrees that the financial information from those years is relevant—Jolie contends it is not—but she provided it to narrow the dispute and avoid motion practice. Pitt's response was to demand more, forcing this IDC.

Jolie's allegations could not be clearer. She wanted to separate herself from her ex-husband. She has never returned to Miraval since Pitt physically and emotionally abused her and their children in September 2016. (Cross-Complaint ¶¶ 24, 38.) She wanted to sell her interest in Miraval to dissociate from the traumatic events with which she associates it. (*Id.* at ¶ 26.) And she wanted to separate her finances from Pitt. (*Id.* at ¶ 40.) There is no need to invade Jolie's privacy, as nothing in her personal finances for 2017, 2018, and 2019 has any relevance to these points.

Pitt notes that some of this information "was already subject to disclosure" in the divorce proceeding, suggesting that this undermines her privacy assertions. But he does not explain what "subject to disclosure" means, or what information precisely was or was not disclosed. But more to the point, so what? That is a different case, with different standards, and that is now closed. Further, if some of that information was already disclosed, then why does Pitt need it here? Pitt gives no explanation.

Pitt dramatically argues he is "entitled to put her truth to the test," (IDC Br. at 7), but Jolie does not allege any "truth" concerning her financial condition. She alleges she wanted her finances to be free of Pitt. Her income does not support or refute that allegation. For this reason, Pitt's argument that Jolie is using her finances as a sword and shield is a failed metaphor. The Court should advise Pitt that his request is a clear overreach and that any motion to compel he files on this point will likely be denied.

C. <u>Pitt Previously Sought This Same Discovery And Failed To Compel</u>.

Pitt previously served RFP 8, which demanded "All DOCUMENTS and COMMUNICATIONS concerning the allegation in YOUR October 4, 2022 Cross-Complaint that Chateau Miraval was YOUR 'most important asset.'" Jolie objected to this request and Pitt failed to move to compel.

As discussed above, this same allegation was Pitt's relevance hook for seeking Jolie's financial information here with respect to RFPs 81 and 82—at least for the first year of the parties' meet and confer. Having already sought these documents, Pitt cannot seek them again by merely re-wording the request. RFPs 81 and 82 seek Jolie's financial information for the purpose of testing this very allegation. That avenue of discovery is now foreclosed.

Pitt's IDC statement brushes this all aside. He claims the objection is "moot" because Jolie agreed to produce responsive documents for the years 2020 and 2021, but he cites no authority for that proposition. Jolie agreed to produce those documents to narrow the dispute and avoid motion practice—and she certainly did not waive any objections in agreeing to do so. Pitt accepted those documents and is moving to compel anyway.

Pitt also claims that the current requests are "narrower" and "more targeted" than RFP 8. But that is an effective admission that he is now requesting a subset of what he previously requested. Having previously requested these documents and failed to move to compel, he

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cannot now seek them again. Doing so multiplies discovery, increases costs to all parties, and burdens the Court with disputes Pitt should have brought to its attention years ago if the documents really were important for Pitt to obtain, rather than yet another opportunity to try to control her.

CONCLUSION

The entire premise of Pitt's threatened motion to compel is a fabrication. Jolie has not alleged she suffered financial distress in her Cross-Complaint, yet Pitt tries to give the Court that impression with selective quotes and inaccurate paraphrasing. These sorts of tactics should not be condoned. Discovery motion practice should be grounded in what actually appears in the pleadings, not on recharacterizations designed to grab headlines but that have no basis in reality. The Court should advise Pitt that his position is not well taken, and that he should move on.

Respectfully submitted,

DATED: June 26, 2026

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By:______________________________
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PROOF OF SERVICE

I, **Anya Looper,** 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 **June 26, 2026**, I served the document(s) described as **DEFENDANT AND CROSS-COMPLAINANT ANGELINA JOLIE'S INFORMAL DISCOVERY CONFERENCE STATEMENT** 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.

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

Executed on **June 26, 2026**, at Santa Monica, California.

Anya Looper

Anya Looper

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