

FILED COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

I. (a) PLAINTIFFS

A. Charles Peruto, Jr.

(b) County of Residence of First Listed Plaintiff Philadelphia (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Louis F. Tumolo, Esq., The Beasley Firm, LLC, 1125 Walnut St. Phila, PA 19107 215.592.1000

DEFENDANTS

Hoo In Kim

County of Residence of First Listed Defendant Los Angeles County (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 US Government Plaintiff, 2 US Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 Incorporated or Principal Place of Business In This State, 2 Incorporated and Principal Place of Business In Another State, 3 Foreign Nation, 4, 5, 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, PERSONAL INJURY, LABOR, IMMIGRATION, FORFEITURE/PENALTY, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity) Sections 2510-22. Brief description of cause: Defendants willfully and intentionally obtained illegal recording of Plaintiff

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ EXCESS of 150,000.00. CHECK YES only if demanded in complaint. JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE

DOCKET NUMBER

NOV 07 2018

DATE 11/07/2018 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG JUDGE

PBT

DESIGNATION FORM

18 4818

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 2101 Pine Street, Philadelphia, PA 19103
 Address of Defendant: 6007 Sepulveda Blvd., Van Nuys, CA 91411
 Place of Accident, Incident or Transaction: 2101 Pine Street, Philadelphia, PA 19103

RELATED CASE, IF ANY:

Case Number: _____ Judge: _____ Date Terminated: _____

Civil cases are deemed related when *Yes* is answered to any of the following questions:

- 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes No
- 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes No
- 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? Yes No
- 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes No

I certify that, to my knowledge, the within case is / is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE 11/07/2018 _____ 314255
 Attorney-at-Law / Pro Se Plaintiff Attorney ID # (if applicable)

CIVIL: (Place a ✓ in one category only)

A. Federal Question Cases:

- 1. Indemnity Contract, Marine Contract, and All Other Contracts
- 2. FELA
- 3. Jones Act-Personal Injury
- 4. Antitrust
- 5. Patent
- 6. Labor-Management Relations
- 7. Civil Rights
- 8. Habeas Corpus
- 9. Securities Act(s) Cases
- 10. Social Security Review Cases
- 11. All other Federal Question Cases
 (Please specify) Federal Wiretap Act

B. Diversity Jurisdiction Cases:

- 1. Insurance Contract and Other Contracts
- 2. Airplane Personal Injury
- 3. Assault, Defamation
- 4. Marine Personal Injury
- 5. Motor Vehicle Personal Injury
- 6. Other Personal Injury (Please specify) _____
- 7. Products Liability
- 8. Products Liability - Asbestos
- 9. All other Diversity Cases
 (Please specify) _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration)

I, Louis F. Tumolo, counsel of record or pro se plaintiff, do hereby certify

Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

Relief other than monetary damages is sought.

DATE 11/07/2018 _____ NOV 07 2018 314255
 Attorney-at-Law / Pro Se Plaintiff Attorney ID # (if applicable)

NOTE A trial de novo will be a trial by jury only if there has been compliance with F R C P 38

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**
CASE MANAGEMENT TRACK DESIGNATION FORM

A. Charles Peruto, Jr.

v.

Hoo In Kim, et al.

:
:
:
:
:

CIVIL ACTION

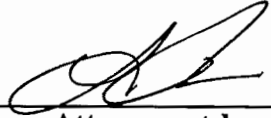
18 4318

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (X)
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

<u>11/7/2018</u>	 _____ Attorney-at-law	<u>Plaintiff, A. Charles Peruto, Jr.</u>
Date		Attorney for
<u>215.592.1000</u>	<u>215.592.1523</u>	<u>louis.tumolo@beasleyfirm.com</u>
Telephone	FAX Number	E-Mail Address

(Civ. 660) 10/02

NOV 07 2018

#400

PBT

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

A. Charles Peruto, Jr.
2101 Pine Street
Philadelphia, PA 19103
Plaintiff,

v.

Hoo In Kim
c/o IPC Television, LLC
6007 Sepulveda Blvd.
Van Nuys, CA 91411

And

Eli Holzman
c/o IPC Television, LLC
6007 Sepulveda Blvd.
Van Nuys, CA 91411

And

Patrick Reardon
527 Grand Street Apt. 6F
Brooklyn, NY 11211-4391

And

Josh Miller
c/o Amazon Alternative, LLC
1620 26th Street
Suite 4000N
Santa Monica, CA 90404-4060

And

IPC Television, LLC
6007 Sepulveda Blvd.
Van Nuys, CA 91411

And

Amazon Alternative, LLC
1620 26th Street
Suite 4000N
Santa Monica, CA 90404-4060

And

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4818

CIVIL COMPLAINT

NO. _____

JURY TRIAL DEMANDED

Roc Nation, LLC :
c/o Corporate Creations Network, Inc. :
1001 State Street, No. 1400 :
Erie, PA 16501 :
: :
Defendants. :

INTRODUCTION

1. Plaintiff A. Charles Peruto, Jr. (Peruto) is an attorney and represents the Honorable Genece Brinkley.

2. On 30 May, 2018, the defendants, and in particular defendant Hoo In Kim, on behalf of all defendants and employed by IPC Television, LLC (IPC), interviewed Peruto for an upcoming docu-series slated for 2019 release by the Amazon and Roc Nation defendants.

3. This docu-series is reported to address, at least in part, Robert Rihmeek Williams (Meek Mill) and the criminal justice system.

4. After the interview concluded and Peruto instructed the defendants' personnel to go off the record, the defendants' personnel stated that they were off the record, and pointed the camera towards the wall.

5. Unbeknownst to Peruto, the defendants' personnel lied, and continued to use a device to intercept record the audio (and perhaps video) of the off the record conversation.

6. Defendants also misled Peruto as to the true intent of, and entities involved with, the interview.

7. Peruto specifically revoked any consent or permission that was given for the on the record interview once that interview was concluded and the parties went off the record.

8. Peruto had a justifiable expectation that its wire, oral, or electronic communications were not subject to interception by the defendants' devices.

9. The defendants' fraudulent representations to Peruto induced him to speak so that they could intercept and permanently digitize the protected oral communications.

10. Defendant Hoo In Kim (Kim) was the IPC employee in Philadelphia, PA to interview Peruto at his office; she intentionally and illegally obtained the recording.

11. Defendant Eli Holzman (Holzman) has provided a sworn statement that "[he] [is] the Chief Executive Officer at IPC Television, LLC (IPC); in [his] role as CEO, [he] oversee[s] all projects produced by IPC, including the #FreeMeek Documentary on behalf of IPC." Holzman statement attached as Exhibit "A."

12. Defendant Holzman's sworn statement admits that he has possession of the illegally obtained recording.

13. Defendant Patrick Reardon (Reardon) is an agent, servant and/or employee of defendant Roc Nation, and has provided a sworn statement that "in [his] role as Executive Vice President, [he] oversee[s] the various creative and logistic aspects relating to the production of the Documentary Series." Reardon statement is attached as Exhibit "B."

14. Defendant Reardon's statement admits that "Roc Nation is producing the Documentary Series with IPC for broadcast and distribution by Amazon."

15. Defendant Reardon's sworn statement admits that he has possession of the illegally obtained recording.

16. Defendant Josh Miller (Miller) is an agent, servant and/or employee of defendant Amazon Alternative, LLC, has provided a sworn statement that IPC is in charge of providing all production services for the Documentary, including the filming and recording of interviews.” Miller statement is attached as Exhibit “C.”

17. Defendant Miller’s sworn statement admits that he has possession of the illegally obtained recording.

18. Defendant Miller’s sworn statement admits that Amazon Alternative, LLC is producing the documentary at issue with co-defendants IPC Television, LLC (IPC) and Roc Nation, LLC.

19. In violation of, *inter alia*, 18 U.S.C. § 2511(1)(c)-(d), these defendants are involved in the interception, retention, distribution, disclosure (attempted and actual), use (attempted and actual), and/or manipulative editing of the illegally obtained recording, as well as the public relations use of it, in addition to other involvement with it and the Meek Mill docu-series.

20. All defendants’ continuing wrongful possession, disclosure, and use of this digital recording has resulted in it being knowingly altered and illegally distributed to third parties.

21. These illegally intercepted and digitized oral communications were then edited and leaked to the press so that Peruto’s off the record words would be manipulated against him and his client, Judge Brinkley, and to maliciously further the defendants’ own agenda in maximizing the buzz and profitability of the upcoming Meek Mill Documentary Series.

22. The Commonwealth of Pennsylvania is a “two consent” state, meaning that absent consent and permission by both parties to a discussion, it is a crime to intercept the oral communication after Peruto instructed them to go off the record.

23. Plaintiff is a “person” whose wire, oral, or electronic communications were intercepted within the meaning of 18 U.S.C. § 2520.

24. As a direct result of the defendants’ actions, Peruto suffered irreparable harm to his business and property and is entitled to an award of the greater of the actual damages suffered or the statutory damages and injunctive relief pursuant to 18 U.S.C. §2520.

25. In light of the defendants’ egregious acts, Peruto is entitled to punitive damages and reasonable attorneys’ fees and costs pursuant to 18 U.S.C. §§2520(b)(2)&(3).

26. Therefore, pursuant to 18 U.S.C. §2510, *et seq*, Plaintiff, by his attorneys, The Beasley Firm, brings this Wiretap Action against the defendants, and in support thereof avers as follows:

PARTIES

27. A. Charles Peruto, Jr., is a citizen of the Commonwealth of Pennsylvania, an Attorney, and resides at the identified address.

28. Defendant Hoo In Kim is an adult individual employed by IPC Television, LLC (IPC); Ms. Kim attended and participated in the 30 May 2018 interview and has a service address identified above.

29. Defendant Eli Holzman is an adult individual employed as the Chief Executive Officer by IPC; Mr. Holzman oversees all projects produced by IPC, including the #FreeMeek Documentary and has a service address identified above.

30. Defendant Patrick Reardon is an adult individual employed as Executive Vice President, Television for Roc Nation LLC; Mr. Reardon resides in New York at the identified address, and oversees the various creative and logistic aspects relating to the production of the Documentary Series.

31. Defendant Joshua Miller is an adult individual employed as an unscripted creative executive at Amazon Alternative, LLC; Mr. Miller oversees the creative development of the #FreeMeek Documentary on behalf of Amazon Alternative and has a service address identified above.

32. Defendant IPC Television, LLC (IPC) is in charge of providing all production services for the Documentary, including the filming and recording of interviews, and is the entity that conducted the 30 May 2018 interview at Peruto's Philadelphia office; IPC has a service address identified above.

33. Defendant Amazon Alternative, LLC (Amazon) is a branch of Amazon, is producing the documentary at issue with co-defendants IPC Television, LLC (IPC) and Roc Nation, LLC, and has a service address identified above.

34. Defendant Roc Nation, LLC is an entertainment company with its nerve center in New York, does substantial business in Philadelphia County, litigates in the Eastern District of Pennsylvania, and has an address for service of process identified above.

35. Roc Nation is producing the Documentary Series with IPC for broadcast and distribution by Amazon.

JURISDICTION AND VENUE

36. This Honorable Court has Federal Question Jurisdiction pursuant to 28 U.S.C. §§ 2510-22 (commonly referred to as the Federal Wiretap Act).

37. This Honorable Court has subject matter jurisdiction of this case pursuant to 28 U.S.C. §§ 1332. The amount in controversy substantially exceeds the requirement for Federal Diversity Jurisdiction and to guarantee a jury trial, exclusive of interest and costs. The defendants are citizens of states other than the state in which the Plaintiff resides.

38. Jurisdiction and venue are both proper in the United States District Court For The Eastern District of Pennsylvania as the defendants all participated in the Peruto interview in Philadelphia, and intercepted and digitized the off the record discussion in Philadelphia. Further, all of these defendants conduct substantial and continuing business in Philadelphia County as it relates to the “Meek Mill” docu-series.

39. Jurisdiction and venue are further proper in the Eastern District of Pennsylvania as the tortious actions occurred in Philadelphia, Pennsylvania, the Roc Nation nerve center is in New York, Reardon operates out of New York, and the IPC and Amazon Alternative defendants’ nerve center is in California.

40. Therefore, that defendant Kim and IPC personnel, on behalf of all defendants, traveled to Philadelphia to illegally, tortuously and maliciously obtain the recording at issue makes it plain that the most convenient and proper location for this lawsuit is in the Eastern District of Pennsylvania.

FACTS

41. As described in the Introduction, this Federal Wiretap Action is brought as a direct result of the defendants' willfully and intentionally intercepting and recording a discussion after Peruto specifically revoked any consent or permission.

42. On 30 May, 2018, Defendant Hoo In Kim, on behalf of IPC and the other defendants, conducted an interview of Peruto in Peruto's Philadelphia office for purposes of the defendants' upcoming Meek Mill Documentary Series.

43. Defendant IPC describes on its website the purpose of the Meek Mill Documentary Series:

Meek Mill Documentary Series Coming 2019 on Amazon

The six-part docu series is targeted to premiere in 2019. Philadelphia-based rapper Robert Rihmeek Williams was released from jail in 2018 after serving nearly five months for a probation violation — for popping a wheelie in an Instagram video without wearing a helmet.

The docu-series will chronicle Meek Mill's rise to fame and his 10-year battle with Philadelphia justice officials, as well as the larger issue of high incarceration rates for people of color. Jay Z and Roc Nation are producing the untitled project with IPC and documentary filmmaker Isaac Solotaroff.

44. As part of the defendants' preparation for this Documentary Series, they sought, and were granted, an interview with Peruto in Philadelphia, and traveled to this district to conduct two separate interviews of Peruto.

45. This 30 May 2018 interview was conducted on behalf of all defendants.

46. After the interview was completed, Peruto instructed the interviewer, Ms. Kim, and others participating on behalf of all defendants, to go off the record and to stop recording; they agreed, stated they stopped the audio recording, and had the camera turned facing the wall.

47. Unbeknownst to Peruto, the audio was left on, intercepting the off the record oral conversation and permanently digitizing the illegally intercepted oral communication.

48. The only reason that Peruto agreed to participate in the off the record discussion was because he withdrew permission and consent to intercept any aspect of the oral communication.

49. Had these defendants informed Peruto that they were continuing the audio recording, and intercepting the oral communication, he would have ceased the discussion and instructed them to leave.

50. The defendants' fraudulent representations to Peruto induced him to speak so that they could intercept and permanently digitize the protected oral communications.

51. These intentional misrepresentations resulted in valuable personal property of Peruto's being illegally acquired by the defendants.

52. These illegally intercepted and digitized oral communications were then edited and leaked to the press so that Peruto's off the record words would be manipulated against him and his client, Judge Brinkley, and to maliciously further their own agenda in maximizing the buzz and profitability of the upcoming Meek Mill Documentary Series.

COUNT I
FEDERAL WIRETAP ACT VIOLATIONS
PLAINTIFF v. HOO IN KIM

53. Peruto incorporates the prior paragraphs as if fully set forth herein.

54. Defendant Kim traveled to Philadelphia to participate in and conduct the 30 May 2018 illegal interception of the off the record oral communications, and permanently digitized the illegally intercepted oral communication.

55. The Commonwealth of Pennsylvania is a “two consent” state, meaning that absent consent and permission by both parties to a discussion, it is a crime to intercept the oral communication after Peruto instructed them to go off the record.

56. In violation of 18 U.S.C. § 2511(1)(a), Kim willfully and intentionally intercepted or endeavored to intercept Plaintiff’s wire, oral, and/or electronic communications by surreptitiously recording the conversation.

57. In violation of 18 U.S.C. § 2511(1)(c), Kim willfully and intentionally disclosed the contents of Plaintiff’s wire, oral, and/or electronic communications, knowing or having reason to know that the information obtained through the interception of wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

58. In violation of 18 U.S.C. § 2511(1)(d), Kim willfully and intentionally used the contents of wire, oral, electronic communications, knowing or having reason to know that the information was obtained through the interception of a wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

59. Peruto specifically told Kim he revoked any consent or permission that was given for the on the record interview once that interview was concluded and the parties went off the record.

60. Peruto had a justifiable expectation that its wire, oral, or electronic communications were not subject to interception.

61. Plaintiff is a “person” whose wire, oral, or electronic communications were intercepted within the meaning of 18 U.S.C. § 2520.

62. The digitized oral communication is in the wrongful possession of the defendants, including Kim.

63. Kim’s continuing wrongful possession of this digital recording has resulted in it being maliciously edited and illegally distributed to third parties, all to the further detriment of the Plaintiff.

64. As a direct result of Kim’s actions, Plaintiff suffered irreparable harm to his business and property and is entitled to an award of the greater of the actual damages suffered or the statutory damages and injunctive relief pursuant to 18 U.S.C. §2520.

65. In light of Kim’s egregious acts, Plaintiff is entitled to punitive damages against her, personally, and reasonable attorneys’ fees and costs, pursuant to 18 U.S.C. §§2520(b)(2)&(3).

WHEREFORE, Plaintiff demands judgment against all defendants and seeks, pursuant to 18 USC §2520, *et seq.*, damages substantially in excess of the jurisdictional limit to guarantee a jury trial, punitive damages, and such other relief as this Honorable Court permits.

COUNT II
FEDERAL WIRETAP ACT VIOLATIONS
PLAINTIFF v. ELI HOLZMAN

66. Peruto incorporates the prior paragraphs as if fully set forth herein.

67. Defendant Holzman oversaw the 30 May 2018 interview, the illegal interception of the off the record oral communications, and caused the permanent digitization of the illegally intercepted oral communication.

68. The Commonwealth of Pennsylvania is a “two consent” state, meaning that absent consent and permission by both parties to a discussion, it is a crime to intercept the oral communication after Peruto instructed them to go off the record.

69. In violation of 18 U.S.C. § 2511(1)(a), Holzman willfully and intentionally instructed the codefendants and their agents, servants and/or employees to illegally capture and record Plaintiff’s wire, oral, and/or electronic communications by surreptitiously recording the conversation.

70. In violation of 18 U.S.C. § 2511(1)(c), Holzman willfully and intentionally disclosed the contents of Plaintiff’s wire, oral, and/or electronic communications, knowing or having reason to know that the information obtained through the interception of wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

71. In violation of 18 U.S.C. § 2511(1)(d), Holzman willfully and intentionally used the contents of wire, oral, electronic communications, knowing or having reason to know that the information was obtained through the interception of a wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

72. Although Peruto specifically told Kim he revoked any consent or permission that was given for the on the record interview once that interview was

concluded and the parties went off the record, Holzman, in his capacity as CEO and overseer of this project, instructed Kim to continue recording, and Holzman further instructed Kim and the agents, servants and/or employees of the defendants to edit, save, manipulate and distribute the illegal recording, and intends to use the illegally obtained recordings in the upcoming docu-series.

73. Peruto had a justifiable expectation that its wire, oral, or electronic communications were not subject to interception.

74. Plaintiff is a “person” whose wire, oral, or electronic communications were intercepted within the meaning of 18 U.S.C. § 2520.

75. The digitized oral communication is in the wrongful possession of the defendants, including Holzman.

76. Holzman’s continuing wrongful possession of this digital recording has resulted in it being maliciously edited and illegally distributed to third parties, all to the further detriment of the Plaintiff.

77. As a direct result of Holzman’s actions, Plaintiff suffered irreparable harm to his business and property and is entitled to an award of the greater of the actual damages suffered or the statutory damages and injunctive relief pursuant to 18 U.S.C. §2520.

78. In light of Holzman’s egregious acts, Plaintiff is entitled to punitive damages against him, personally, and reasonable attorneys’ fees and costs, pursuant to 18 U.S.C. §§2520(b)(2)&(3).

WHEREFORE, Plaintiff demands judgment against all defendants and seeks, pursuant to 18 USC §2520, *et seq.*, damages substantially in excess of the jurisdictional

limit to guarantee a jury trial, punitive damages, and such other relief as this Honorable Court permits.

COUNT III
FEDERAL WIRETAP ACT VIOLATIONS
PLAINTIFF v. PATRICK REARDON

79. Peruto incorporates the prior paragraphs as if fully set forth herein.

80. Defendant Reardon oversaw the 30 May 2018 illegal interception of the off the record oral communications, and caused the permanent digitization of the illegally intercepted oral communication.

81. The Commonwealth of Pennsylvania is a “two consent” state, meaning that absent consent and permission by both parties to a discussion, it is a crime to intercept the oral communication after Peruto instructed them to go off the record.

82. In violation of 18 U.S.C. § 2511(1)(a), Reardon willfully and intentionally instructed the codefendants and their agents, servants and/or employees to illegally capture and record Plaintiff’s wire, oral, and/or electronic communications by surreptitiously recording the conversation.

83. In violation of 18 U.S.C. § 2511(1)(c), Reardon willfully and intentionally disclosed the contents of Plaintiff’s wire, oral, and/or electronic communications, knowing or having reason to know that the information obtained through the interception of wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

84. In violation of 18 U.S.C. § 2511(1)(d), Reardon willfully and intentionally used the contents of wire, oral, electronic communications, knowing or having reason to know that the information was obtained through the interception of a wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

85. Although Peruto specifically told Kim and the others involved in the interview that he revoked any consent or permission that was given for the on the record interview once that interview was concluded and the parties went off the record, Reardon instructed Kim and/or the other individuals involved in collecting, digitizing and/or storing and distributing to continue recording, and/or Reardon further instructed Kim and the agents, servants and/or employees of the defendants to edit, save, manipulate and distribute the illegal recording, and intends to use the illegally obtained recordings in the upcoming docu-series.

86. Peruto had a justifiable expectation that its wire, oral, or electronic communications were not subject to interception.

87. Plaintiff is a “person” whose wire, oral, or electronic communications were intercepted within the meaning of 18 U.S.C. § 2520.

88. The digitized oral communication is in the wrongful possession of the defendants, including Reardon.

89. Reardon’s continuing wrongful possession of this digital recording has resulted in it being maliciously edited and illegally distributed to third parties, all to the further detriment of the Plaintiff.

90. As a direct result of Reardon’s actions, Plaintiff suffered irreparable harm to his business and property and is entitled to an award of the greater of the actual damages suffered or the statutory damages and injunctive relief pursuant to 18 U.S.C. §2520.

91. In light of Reardon's egregious acts, Plaintiff is entitled to punitive damages against him, personally, and reasonable attorneys' fees and costs, pursuant to 18 U.S.C. §§2520(b)(2)&(3).

WHEREFORE, Plaintiff demands judgment against all defendants and seeks, pursuant to 18 USC §2520, *et seq.*, damages substantially in excess of the jurisdictional limit to guarantee a jury trial, punitive damages, and such other relief as this Honorable Court permits.

COUNT IV
FEDERAL WIRETAP ACT VIOLATIONS
PLAINTIFF v. JOSH MILLER

92. Peruto incorporates the prior paragraphs as if fully set forth herein.

93. Defendant Miller, participated in the oversight of the 30 May 2018 illegal interception of the off the record oral communications, and caused the permanent digitization of the illegally intercepted oral communication.

94. The Commonwealth of Pennsylvania is a "two consent" state, meaning that absent consent and permission by both parties to a discussion, it is a crime to intercept the oral communication after Peruto instructed them to go off the record.

95. In violation of 18 U.S.C. § 2511(1)(a), Miller willfully and intentionally instructed the codefendants and their agents, servants and/or employees to illegally capture and record Plaintiff's wire, oral, and/or electronic communications by surreptitiously recording the conversation.

96. In violation of 18 U.S.C. § 2511(1)(c), Miller willfully and intentionally disclosed the contents of Plaintiff's wire, oral, and/or electronic communications,

knowing or having reason to know that the information obtained through the interception of wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

97. In violation of 18 U.S.C. § 2511(1)(d), Miller willfully and intentionally used the contents of wire, oral, electronic communications, knowing or having reason to know that the information was obtained through the interception of a wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

98. Although Peruto specifically told Kim and the others involved in the interview that he revoked any consent or permission that was given for the on the record interview once that interview was concluded and the parties went off the record, Miller instructed Kim and/or the other individuals involved in collecting, digitizing and/or storing and distributing to continue recording, and/or Miller further instructed Kim and the agents, servants and/or employees of the defendants to edit, save, manipulate and distribute the illegal recording, and intends to use the illegally obtained recordings in the upcoming docu-series.

99. Peruto had a justifiable expectation that its wire, oral, or electronic communications were not subject to interception.

100. Plaintiff is a "person" whose wire, oral, or electronic communications were intercepted within the meaning of 18 U.S.C. § 2520.

101. The digitized oral communication is in the wrongful possession of the defendants, including Reardon.

102. Miller's continuing wrongful possession of this digital recording has resulted in it being maliciously edited and illegally distributed to third parties, all to the further detriment of the Plaintiff.

103. As a direct result of Miller's actions, Plaintiff suffered irreparable harm to his business and property and is entitled to an award of the greater of the actual damages suffered or the statutory damages and injunctive relief pursuant to 18 U.S.C. §2520.

104. In light of Miller's egregious acts, Plaintiff is entitled to punitive damages against him, personally, and reasonable attorneys' fees and costs, pursuant to 18 U.S.C. §§2520(b)(2)&(3).

WHEREFORE, Plaintiff demands judgment against all defendants and seeks, pursuant to 18 USC §2520, *et seq.*, damages substantially in excess of the jurisdictional limit to guarantee a jury trial, punitive damages, and such other relief as this Honorable Court permits.

COUNT V
FEDERAL WIRETAP ACT VIOLATIONS
PLAINTIFF v. IPC

105. Peruto incorporates the prior paragraphs as if fully set forth herein.

106. Defendant IPC, through its agents, servants and/or employees, participated in the 30 May 2018 illegal interception of the off the record oral communications, and permanently digitized the illegally intercepted oral communication.

107. The Commonwealth of Pennsylvania is a "two consent" state, a "two consent" statute, meaning that absent consent and permission by both parties to a discussion, it is a crime to intercept the oral communication after Peruto instructed them to go off the record.

108. In violation of 18 U.S.C. § 2511(1)(a), IPC willfully and intentionally intercepted or endeavored to intercept Plaintiff's wire, oral, and/or electronic communications by surreptitiously recording the conversation.

109. In violation of 18 U.S.C. § 2511(1)(c), IPC willfully and intentionally disclosed the contents of Plaintiff's wire, oral, and/or electronic communications, knowing or having reason to know that the information obtained through the interception of wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

110. In violation of 18 U.S.C. § 2511(1)(d), IPC willfully and intentionally used the contents of wire, oral, electronic communications, knowing or having reason to know that the information was obtained through the interception of a wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

111. Peruto specifically told IPC personnel, including co-defendant Kim, that he revoked any consent or permission that was given for the on the record interview once that interview was concluded and the parties went off the record.

112. Peruto had a justifiable expectation that its wire, oral, or electronic communications were not subject to interception.

113. Plaintiff is a "person" whose wire, oral, or electronic communications were intercepted within the meaning of 18 U.S.C. § 2520.

114. The digitized oral communication is in the wrongful possession of the defendants, including IPC.

115. IPC's continuing wrongful possession of this digital recording has resulted in it being maliciously edited and illegally distributed to third parties, all to the further detriment of the Plaintiff.

116. As a direct result of IPC's actions, Plaintiff suffered irreparable harm to his business and property and is entitled to an award of the greater of the actual damages suffered or the statutory damages and injunctive relief pursuant to 18 U.S.C. §2520.

117. In light of IPC's egregious acts, Plaintiff is entitled to punitive damages against it, and reasonable attorneys' fees and costs, pursuant to 18 U.S.C. §§2520(b)(2)&(3).

WHEREFORE, Plaintiff demands judgment against all defendants and seeks, pursuant to 18 USC §2520, *et seq.*, damages substantially in excess of the jurisdictional limit to guarantee a jury trial, punitive damages, and such other relief as this Honorable Court permits.

COUNT VI
FEDERAL WIRETAP ACT VIOLATIONS
PLAINTIFF v. AMAZON ALTERNATIVE, LLC

118. Peruto incorporates the prior paragraphs as if fully set forth herein.

119. Defendant Amazon, through its agents, servants and/or employees, participated in the 30 May 2018 illegal interception of the off the record oral communications, and permanently digitized the illegally intercepted oral communication.

120. The Commonwealth of Pennsylvania is a "two consent" state, meaning that absent consent and permission by both parties to a discussion, it is a crime to intercept the oral communication after Peruto instructed them to go off the record.

121. In violation of 18 U.S.C. § 2511(1)(a), Amazon willfully and intentionally intercepted or endeavored to intercept Plaintiff's wire, oral, and/or electronic communications by surreptitiously recording the conversation.

122. In violation of 18 U.S.C. § 2511(1)(c), Amazon willfully and intentionally disclosed the contents of Plaintiff's wire, oral, and/or electronic communications, knowing or having reason to know that the information obtained through the interception of wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

123. In violation of 18 U.S.C. § 2511(1)(d), Amazon willfully and intentionally used the contents of wire, oral, electronic communications, knowing or having reason to know that the information was obtained through the interception of a wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

124. Peruto specifically told Amazon's agents, servant, and/or employees, including co-defendant Kim, that he revoked any consent or permission that was given for the on the record interview once that interview was concluded and the parties went off the record.

125. Peruto had a justifiable expectation that its wire, oral, or electronic communications were not subject to interception.

126. Plaintiff is a "person" whose wire, oral, or electronic communications were intercepted within the meaning of 18 U.S.C. § 2520.

127. The digitized oral communication is in the wrongful possession of the defendants, including Amazon.

128. Amazon's continuing wrongful possession of this digital recording has resulted in it being maliciously edited and illegally distributed to third parties, all to the further detriment of the Plaintiff.

129. As a direct result of Amazon's actions, Plaintiff suffered irreparable harm to his business and property and is entitled to an award of the greater of the actual

damages suffered or the statutory damages and injunctive relief pursuant to 18 U.S.C. §2520.

130. In light of Amazon's egregious acts, Plaintiff is entitled to punitive damages against it, and reasonable attorneys' fees and costs, pursuant to 18 U.S.C. §§2520(b)(2)&(3).

WHEREFORE, Plaintiff demands judgment against all defendants and seeks, pursuant to 18 USC §2520, *et seq.*, damages substantially in excess of the jurisdictional limit to guarantee a jury trial, punitive damages, and such other relief as this Honorable Court permits.

COUNT VII
FEDERAL WIRETAP ACT VIOLATIONS
PLAINTIFF v. ROC NATION, LLC

131. Peruto incorporates the prior paragraphs as if fully set forth herein.

132. Defendant Roc Nation, through its agents, servants and/or employees, participated in the 30 May 2018 illegal interception of the off the record oral communications, and permanently digitized the illegally intercepted oral communication.

133. The Commonwealth of Pennsylvania is a "two consent" state, meaning that absent consent and permission by both parties to a discussion, it is a crime to intercept the oral communication after Peruto instructed them to go off the record.

134. In violation of 18 U.S.C. § 2511(1)(a), Roc Nation willfully and intentionally intercepted or endeavored to intercept Plaintiff's wire, oral, and/or electronic communications by surreptitiously recording the conversation.

135. In violation of 18 U.S.C. § 2511(1)(c), Roc Nation willfully and intentionally disclosed the contents of Plaintiff's wire, oral, and/or electronic communications, knowing or having reason to know that the information obtained through the interception of wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

136. In violation of 18 U.S.C. § 2511(1)(d), Roc Nation willfully and intentionally used the contents of wire, oral, electronic communications, knowing or having reason to know that the information was obtained through the interception of a wire, oral, or electronic communication in violation of 18 U.S.C. § 2511.

137. Peruto specifically told Roc Nation's agents, servant, and/or employees, including co-defendant Kim, that he revoked any consent or permission that was given for the on the record interview once that interview was concluded and the parties went off the record.

138. Peruto had a justifiable expectation that its wire, oral, or electronic communications were not subject to interception.

139. Plaintiff is a "person" whose wire, oral, or electronic communications were intercepted within the meaning of 18 U.S.C. § 2520.

140. The digitized oral communication is in the wrongful possession of the defendants, including Roc Nation.

141. Roc Nation's continuing wrongful possession of this digital recording has resulted in it being maliciously edited and illegally distributed to third parties, all to the further detriment of the Plaintiff.

142. As a direct result of Roc Nation's actions, Plaintiff has suffered irreparable harm and is entitled to an award of the greater of the actual damages suffered or the statutory damages and injunctive relief pursuant to 18 U.S.C. §2520.

143. In light of Roc Nation's egregious acts, Plaintiff is entitled to punitive damages against it, and reasonable attorneys' fees and costs, pursuant to 18 U.S.C. §§2520(b)(2)&(3).

WHEREFORE, Plaintiff demands judgment against all defendants and seeks, pursuant to 18 USC §2520, *et seq.*, damages substantially in excess of the jurisdictional limit to guarantee a jury trial, punitive damages, and such other relief as this Honorable Court permits.

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NOTICE OF PRESERVATION OF EVIDENCE

PLAINTIFF HEREBY DEMANDS AND REQUESTS THAT DEFENDANTS TAKE NECESSARY ACTION TO ENSURE THE PRESERVATION OF ALL DOCUMENTS, COMMUNICATIONS, WHETHER ELECTRONIC OR OTHERWISE, ITEMS AND THINGS IN THE POSSESSION OR CONTROL OF ANY PARTY TO THIS ACTION, OR ANY ENTITY OVER WHICH ANY PARTY TO THIS ACTION HAS CONTROL, OR FROM WHOM ANY PARTY TO THIS ACTION HAS ACCESS TO, ANY DOCUMENTS, ITEMS, OR THINGS WHICH MAY IN ANY MANNER BE RELEVANT TO OR RELATE TO THE SUBJECT MATTER OF THE CAUSES OF ACTION AND/OR THE ALLEGATIONS OF THIS COMPLAINT.

JURY DEMAND

Plaintiff demands a jury trial.

THE BEASLEY FIRM, LLC

BY:



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Attorneys for Plaintiff

Dated: 7 November 2018

EXHIBIT

A

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

A. CHARLES PERUTO, JR.,

Plaintiff,

v.

SIXX DEGREES MEDIA; ROC NATION,
LLC; AMAZON DIGITAL SERVICES, LLC;
AMAZON PRIME VIDEO; and THE IPC
GROUP,

Defendants.

CIVIL ACTION NO. 18-cv-4468-PBT

DECLARATION OF ELI HOLZMAN

I, Eli Holzman, hereby declare, under penalty of perjury, as follows:

1. I am the Chief Executive Officer at IPC Television, LLC ("IPC").
2. IPC is producing a documentary series on Meek Mill with Roc Nation, LLC for broadcast and distribution by Amazon Alternative, LLC ("Amazon") (sued incorrectly as "Amazon Prime Video and Amazon Digital Services, LLC") (hereinafter, the "#FreeMeek Documentary").
3. In this case, plaintiff A. Charles Peruto, Jr. has named "The IPC Group" as a defendant. The IPC Group is not a corporate entity. The correct entity is IPC Television, LLC.
4. IPC's principal place of business is in Los Angeles, California. Its sole member is NEG Operations, Inc. d/b/a Core Media Group, which is incorporated in Delaware and has its principal place of business in Los Angeles, California.
5. Amazon is financing and will be distributing the #FreeMeek Documentary.

6. In my role as CEO, I oversee all projects produced by IPC, including the #FreeMeek Documentary on behalf of IPC.

7. IPC is responsible for providing production services for the #FreeMeek Documentary, including the filming and recording of interviews.

8. IPC has never engaged nor worked with Sixx Degrees Media. Sixx Degrees Media has no role in the #FreeMeek Documentary and has not been involved in any aspect of the #FreeMeek Documentary. Before learning of this lawsuit, I had never heard of Sixx Degrees Media.

9. Upon information and belief, the only people present during the filming and recording of Mr. Peruto's interview on May 30, 2018 were Mr. Peruto and people employed by or working for IPC. No one from Sixx Degrees Media was present at that interview, and no one from Sixx Degrees Media had any involvement in the recording of that interview or any of the other activities that underlie Mr. Peruto's claims in this case.

10. IPC has not shared any recording from Mr. Peruto's interview with Sixx Degrees Media.

Pursuant to 28 U.S.C. § 1746, I declare under the penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: October 31, 2018



Eli Holzman

EXHIBIT

B

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

A. CHARLES PERUTO, JR.,	:	
	:	
Plaintiff,	:	Civil Action No. 2:18-04468
	:	
vs.	:	
	:	
SIXX DEGREES MEDIA; ROC NATION,	:	
LLC; AMAZON DIGITAL SERVICES,	:	
LLC; AMAZON PRIME VIDEO; AND	:	
THE IPC GROUP,	:	
	:	
Defendants.	:	
	:	

DECLARATION OF PATRICK REARDON

Patrick Reardon, of full age, hereby certifies and declares as follows based upon my own personal information and knowledge:

1. I am the Executive Vice President, Television for Roc Nation, LLC (“Roc Nation”).
2. I am authorized to execute this affidavit on behalf of Roc Nation and am fully familiar with the facts stated herein.
3. In Paragraph 16 of the Complaint filed by Plaintiff A. Charles Peruto (“Plaintiff”) in this case, Plaintiff states, upon information and belief, that Sixx Degrees Media (“Sixx Degrees”) is working with Roc Nation, Amazon Alternative, LLC (“Amazon”) (sued incorrectly as “Amazon Prime Video and Amazon Digital Services, LLC”) and IPC Television, LLC (sued incorrectly as “The IPC Corporation”) in the filming and production of a documentary series about Robert Rihmeek Williams (professionally known as Meek Mill) (the “Documentary Series”).
4. Roc Nation is producing the Documentary Series with IPC for broadcast and distribution by Amazon.

5. In my role as Executive Vice President, I oversee the various creative and logistic aspects relating to the production of the Documentary Series.

6. To the best of my knowledge, Sixx Degrees has no involvement, and has never had any involvement, in the creation, filming, production or distribution of the Documentary Series.

7. To the best of my knowledge, Sixx Degrees has no involvement with and did not participate in Plaintiff's interview during the filming of the Documentary Series.

8. Neither I nor, to the best of my knowledge, anyone at Roc Nation have provided Sixx Degrees with a copy of the recording from Plaintiff's interview.

I hereby swear that the statements made by me herein are true and correct and I acknowledge that I am subject to the penalties of perjury if any such statements made by me are knowingly false.



PATRICK REARDON

Dated: October 31, 2018

EXHIBIT

C

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

A. CHARLES PERUTO, JR.,

Plaintiff,

v.

SIXX DEGREES MEDIA; ROC NATION,
LLC; AMAZON DIGITAL SERVICES, LLC;
AMAZON PRIME VIDEO; and THE IPC
GROUP,

Defendants.

CIVIL ACTION NO. 18-cv-4468-PBT

DECLARATION OF JOSH MILLER

I, Josh Miller, hereby declare, under penalty of perjury, as follows:

1. I am employed as Unscripted Creative Executive at Amazon Alternative, LLC.
2. Amazon Alternative is producing a documentary series on Meek Mill with IPC Television, LLC ("IPC") and Roc Nation, LLC (hereinafter, the "#FreeMeek Documentary"),
3. In this case, plaintiff A. Charles Peruto, Jr. has named as defendants Amazon Prime Video and Amazon Digital Services, LLC. Amazon Prime Video is not a corporate entity, and Amazon Digital Services is not involved in the production of the #FreeMeek Documentary. Only Amazon Alternative is involved in the production.
4. Amazon Alternative's principal place of business is in Santa Monica, California. Its sole member is Amazon Content Services LLC, which has its principal place of business in Seattle, Washington. The sole member of Amazon Content Services is Amazon.com Services, Inc., which is a Delaware corporation with its principal place of business in the state of Washington.

5. Amazon Alternative is financing and will be distributing the #FreeMeek Documentary. Amazon Alternative has creative input and is involved in the creative development of the Documentary.

6. In my role as Unscripted Creative Executive, I oversee the creative development of the #FreeMeek Documentary on behalf of Amazon Alternative. I am Amazon Alternative's principal point of contact for all creative aspects of the Documentary, such as how to tell the story, what scenes to shoot, who to interview, and where interviews will take place.

7. IPC is in charge of providing all production services for the Documentary, including the filming and recording of interviews.

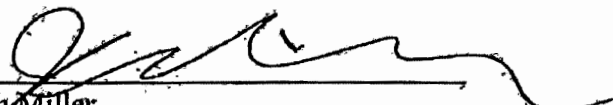
8. Amazon Alternative has never engaged Sixx Degrees Media. Sixx Degrees Media has no role in the #FreeMeek Documentary and has not been involved in any aspect of the #FreeMeek Documentary. Before learning of this lawsuit, I had never heard of Sixx Degrees Media.

9. To the best of my knowledge, the only people present during the filming and recording of Mr. Peruto's interview on May 30, 2018 were people engaged by IPC. To the best of my knowledge, no one from Sixx Degrees Media was present at that interview, and no one from Sixx Degrees Media had any involvement in the recording of that interview or any of the other activities that underlie Mr. Peruto's claims in this case.

10. I have not shared any recording from Mr. Peruto's interview with Sixx Degrees Media.

Pursuant to 28 U.S.C. § 1746, I declare under the penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: October 31, 2018



Josh Miller