

**AROMANDO & LIGHT, LLC**  
195 Fairfield Avenue – Suite 4D  
West Caldwell, New Jersey 07006  
(973) 403-9100  
Attorneys for Plaintiff

**JAMES O'KEEFE, III,**

**Plaintiff,**

**vs.**

**NADIA NAFFE,**

**Defendant.**

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIV.: BERGEN COUNTY  
DOCKET NO.: *C-93-12*

CIVIL ACTION

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S EMERGENT  
APPLICATION FOR AN IMMEDIATE, TEMPORARY INJUNCTION**

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Of Counsel and on the Brief:  
Benjamin D. Light, Esq.

SUPERIOR COURT BERGEN COUNTY  
**FILED**  
MAR 21 2012  
*Jim Goldman*  
DEPUTY CLERK

## **LEGAL ARGUMENT**

R. 4:52-1 provides Plaintiff with a right to an immediate, temporary injunction to prevent the Defendant from inflicting serious and permanent injury to Plaintiff. The essential facts have been assembled in the Verified Complaint filed herewith to show that the Defendant surreptitiously obtained Plaintiff's confidential, private and proprietary information by downloading it from Plaintiff's computer without permission. She has already leaked a copy of a confidential settlement agreement. The Defendant has admitted to possession of the material and is threatening to publish more of it on the internet.

An emergent injunction should issue when necessary to prevent the infliction of immediate and irreparable damage. See R. 4:52-1; Ispahani v. Allied Domecq Retail, 320 N.J. Super. 494 (App. Div. 1999) (holding that an immediate injunction should issue on an order to show cause when an applicant shows: 1) irreparable injury will result without the injunction; 2) the underlying claim is based on a settled legal right; 3) the material facts are essentially undisputed, and; 4) Plaintiff's harm suffered in the absence of an injunction would be greater than that suffered by the Defendant if one were granted). Plaintiff meets all these requirements.

Irreparable injury will result because the Information possessed by the Defendant cannot be erased from the public domain if and when she releases it. Plaintiff is already facing the threat of the litigation from the other party to the settlement agreement that has been published by the Defendant. The Information further includes proprietary ideas for future video work and e-mail communication of a highly private nature including those concerning Plaintiff's romantic relationships. Plaintiff's statements on Twitter claim that the material is so provocative that it caused Andrew Breitbart to suffer a fatal heart attack. The release of the Information would also

render the ideas worthless and would destroy Plaintiff's relationships with certain people discussed in the e-mail.

Plaintiff has asserted well-settled legal claims: 1) conversion, and 2) intrusion upon seclusion. These torts are recognized and all the elements are present. Intrusion upon seclusion is actionable against "one who intentionally intrudes, physically or otherwise, upon the solitude or seclusion of another or his private affairs or concerns... if the intrusion would be highly offensive to a reasonable person." See Stengart v. Loving Care Agency, Inc., 201 N.J. 300, 316-317 (2010). Here, the private affairs are ultra-sensitive: a settlement agreement, business plans for videos and private e-mail concerning romantic relationships and other sensitive matters. Defendant admits to possessing the Information and has already released a copy of the settlement agreement.

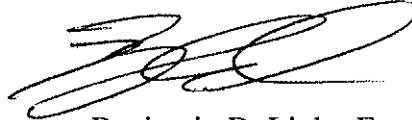
Conversion is "wrongful exercise of dominion or control over property of another without authorization and to the exclusion of the owner's rights in that property." Chicago Title Ins. Co. v. Ellis, 409 N.J. Super. 444, 454-457 (App. Div. 2009). Defendant has admitted to having control over the Information (which is a form a property), she has released a copy of the settlement agreement and is threatening to release the e-mail, thereby trampling Plaintiff's right to keep the Information private.

The material facts are not in dispute and Plaintiff is almost certain to prevail on his claims. The Defendant's own internet posting from Twitter and the information embedded in the PDF's prove that she took the Information and is exercising control over it. She has no rightful claim to the Information and the release of the settlement agreement has already caused Plaintiff to incur damages in the form of legal fees to respond to a threat of litigation from the other party to the settlement agreement.

Last, there will be absolutely no harm to Defendant if the injunction issues. She will only be restrained from publishing private information concerning Plaintiff. In fact, the injunction will probably help her from making a huge mistake by releasing more Information.

For all the foregoing reasons, Plaintiff request that the immediate injunction issue.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'B. D. Light', with a large, stylized flourish at the end.

Benjamin D. Light, Esq.

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CHANCERY DIV.: BERGEN COUNTY  
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**JAMES O'KEEFE, III,**

**Plaintiff,**

**vs.**

**NADIA NAFFE,**

**Defendant.**

**CIVIL ACTION**

**VERIFIED COMPLAINT**

Plaintiff James O'Keefe, III, residing at 121 Goodwin Terrace, Westwood, New Jersey,  
complaining of Defendant Nadia Naffe, states:

1. Plaintiff is in the business of producing videos exposing what he believes to be newsworthy issues of public importance. In the last several years, his work has gained notoriety and has been regularly re-published and discussed by other media outlets.
2. Defendant Nadia Naffe, whose last known address is 550 Adams St. #202, Quincy, Massachusetts, was referred to Plaintiff as a person who was interested in working with him on video projects.
3. On or about October 2, 2011, Defendant Naffe voluntarily came to Plaintiff's residence in Westwood, New Jersey under the pretense of working on a video project with Plaintiff. After Defendant was alone in a room with Plaintiff's computer for period of time, she suddenly and irrationally demanded to be taken to a train station stating she no longer wanted to work on the project. Plaintiff arranged for her to catch a train as soon as possible that evening and Defendant left Westwood.

4. Shortly thereafter, it became apparent that Defendant had obtained personal, confidential and proprietary information that had been stored on Plaintiff's computer ("Information") mentioned above. The Information includes but is not limited to seven years worth of e-mail, ideas for video productions, business proposals and agreements, written proprietary ideas meant for eventual inclusion in a book, and other matters.
5. The Information also includes a confidential settlement agreement Plaintiff is party to with his employer and another party whose initials are I.S. The terms of the settlement agreement require that Plaintiff not discuss the existence of the agreement and otherwise keep it confidential.
6. In November of 2011, electronic PDF copies of the un-signed settlement agreement and related correspondence ended up in the hands of a reporter from Washington, D.C. He provided my attorney with the electronic PDF copies that had been provided to him but he would not name the source of the information. See Exhibit A. However, upon investigation, the PDF files' "Properties" accessed through Adobe® software revealed that they were created by "Nadia Naffe." See Exhibit B.
7. Exhibit B is the first page of the PDFs sent from the reporter identified in Exhibit A. Plaintiff has redacted the name of I.S. from the exhibits in order to abide by his confidentiality obligations to that person. The inset box in Exhibit B is the information automatically created by computer software when a PDF is created. The inset box shows that "Nadia Naffe" authored the document on October 10, 2011. The inset box shows Defendant Naffe created the PDF files after she first transferred them from Plaintiff's computer to her electronic storage device on or about October 2, 2011.

8. Defendant Naffe's misappropriation and transmission of the settlement agreement and related information has caused I.S.'s lawyer to send a letter threatening to sue Plaintiff for disclosing the settlement agreement. Plaintiff cannot attach that letter because the lawyer has demanded the strictest confidence. However, Plaintiff has advised him that this action would be instituted to protect the confidentiality of the settlement agreement. Plaintiff has incurred legal fees to respond to this threat, including fees related to this litigation.
9. Defendant Naffe has also stated in writing that she is in possession of the Information. Attached hereto as **Exhibit C** is a copy of Naffe's recent postings on the internet through Twitter. For example, another person asked her if she had "all those emails from @jamesokeefeiii gmail acct downloaded on your computer?" To which she responded: "About 7yrs worth of his emails. I dare not delete anything now..." She also states that some of the Information and e-mail she possesses concerns Plaintiff's private romantic relationships.
10. Plaintiff never gave Defendant permission to access, download, copy, view or possess any of the Information.

**COUNT ONE**  
**Conversion**

11. Plaintiff repeats the foregoing allegations of the Verified Complaint as if set for the at length herein.
12. Defendant has exercised dominion and control over the Information, without permission from Plaintiff, to the exclusion of Plaintiff's right to keep the Information private.
13. Defendant has admitted to possession of the Information and is presently threatening to release it to the public by way of the internet.

14. Plaintiff has been damaged by Defendant's conversion.

**COUNT TWO**

**Intrusion Upon Seclusion**

15. Plaintiff repeats the foregoing allegations of the Verified Complaint as if set for the at length herein.

16. Plaintiff had an objectively reasonable expectation of privacy in the Information.

17. Defendant has intentionally intruded into Plaintiff's seclusion in his private affairs. This intrusion is highly offensive and was made possible by Defendant's objectionable conduct of secretly copying the Information without permission.

18. Plaintiff has been damaged by Defendant's intrusion upon his seclusion.

**WHEREFORE**, Plaintiff demands judgment as follows:

- a) Immediately, temporarily and permanently restraining Defendant from transmitting the Information to any third parties;
- b) Compelling Defendant Naffe to turn over to Plaintiff all copies of the Information and to identify any persons or other entities to whom she has provided the Information;
- c) Awarding Plaintiff all damages allowable by law, attorneys' fees and costs.

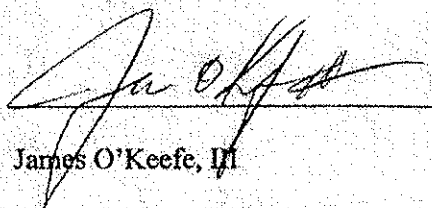


**VERIFYING CERTIFICATION**

I, James O'Keefe, III, of full age, certify as follows:

1. I have read the Verified Complaint to which this Verifying Certification is attached.
2. The factual allegations set forth in the Verified Complaint are true of my personal knowledge, unless expressly stated to be based upon information and belief of information known to others.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

 3-19-12  
James O'Keefe, III

Dated: March 19, 2012

**CERTIFICATION PURSUANT TO R. 4:5-1**

I certify that the matters in controversy in this action are not the subject of any other action pending in any other court or of a pending arbitration proceeding. No other action or arbitration proceeding is presently contemplated and I am presently aware of no other parties that should be joined in this action.

**DESIGNATION OF TRIAL COUNSEL**

Benjamin D. Light, Esq. is hereby designated as trial counsel.

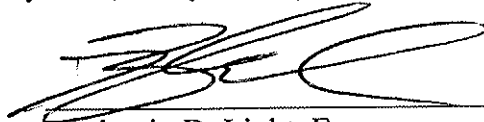
AROMANDO & LIGHT, LLC  
*Attorneys for Plaintiff*

By:   
Benjamin D. Light

Dated: March 19, 2012

**CERTIFICATION PURSUANT TO R: 1:4-4(C)**  
**AS PER FACSIMILE SIGNATURE**

1. I, Benjamin D. Light of full age, being sworn according to law, upon my oath depose and say:
2. I submit this Certification in conjunction with the Certification signed by James O'Keefe, III, who was not available to sign his Certification in person.
3. I hereby certify that Mr. O'Keefe acknowledged the genuineness of his signature and the Certification with his original signature affixed will be filed if requested by the Court or a party.
4. I hereby certify that the foregoing statements made by me are true. I am aware that if any statement made by me is willfully false, I may be subject to punishment.

  
\_\_\_\_\_  
Benjamin D. Light, Esq.

Dated: March <sup>20</sup>~~19~~, 2012

# EXHIBIT A

## Benjamin Light

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**From:** Ken Vogel [kvogel@politico.com]  
**Sent:** Wednesday, November 16, 2011 1:20 PM  
**To:** Benjamin Light  
**Subject:** RE:  
**Attachments:** O'Keefe-I. 'S: 'Settlement\_2011.pdf; O'Keefe-I. 'S: 'DemandLett\_102010.pdf;  
O'Keefe-I. 'S: '\_111010.pdf; O'Keefe-I. 'S: '\_111010.pdf

Thanks for your time, Ben.

Please let me know whether James is amenable to doing an interview and, if so, how and when I should contact him. Also, for your info (and his), we intend to cite – and possibly post – the attached documents related to I. 'S: relationship with James and Project Veritas.

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**From:** Benjamin Light [mailto:blight@alclaw.net]  
**Sent:** Wednesday, November 16, 2011 12:32 PM  
**To:** Ken Vogel  
**Subject:** RE:

thanks

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**From:** Ken Vogel [mailto:kvogel@politico.com]  
**Sent:** Wednesday, November 16, 2011 12:31 PM  
**To:** Benjamin Light  
**Subject:** RE:

Thanks for reaching out, Ben. I'm not ignoring you. Will call shortly. Just finishing something up.  
Ken

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**From:** Benjamin Light [mailto:blight@alclaw.net]  
**Sent:** Wednesday, November 16, 2011 12:15 PM  
**To:** Ken Vogel  
**Subject:**

Mr. Vogel: I am an attorney for Mr. James O'Keefe, III and would very much like to speak with you before you publish anything about him. From what I have learned, you have been fed false and scandalous material by at least one and possibly two sources. Litigation is imminent against these persons and I believe if you publish without hearing what I have to say, you would be acting with willful disregard for the truth.

I have left you a voice mail as well.

Regards,

Ben Light, Esq.  
Aromando & Light, LLC  
195 Fairfield Avenue - Suite 4D  
West Caldwell, New Jersey 07006  
973-403-9100 x 13 (p)  
973-403-9110 (f)

# EXHIBIT B

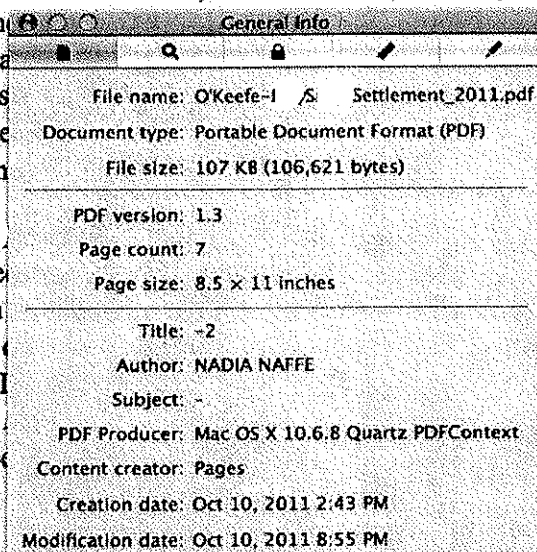
## SETTLEMENT AGREEMENT AND GENERAL RELEASE

**1. Definition of Terms.** This Settlement Agreement and General Release ("Agreement" or "Release") is executed by and between I: S ("S") and Project Veritas, a Virginia corporation ("Project Veritas") and James O'Keefe ("O'Keefe") collectively ("the Parties"), on their own behalf.

**2. Non-Admission.** This Agreement does not constitute an admission by Project Veritas or O'Keefe of any violation of any law or statute and the Parties agree that neither this Agreement nor the furnishing of consideration shall be deemed or construed for any purposes as evidence or an admission of liability or wrongful conduct of any kind.

**3. Matters Resolved.** S submitted a demand letter to O'Keefe on October 20, 2010 alleging complaints against Project Veritas and O'Keefe; this letter was followed by another demand letter dated November 10, 2010 (all of these letters and the allegations contained therein are collectively referred to as the "Demand"). The Parties desire fully and finally to resolve the Demand and any and all other matters, known, that have been made or could have been made or could be made in the future, relating to conduct or events relating to Project Veritas and O'Keefe, the date on which this Agreement is executed. The Agreement, or claims against each other are pending on the this paragraph.

**4. Payment to S**  
Project Veritas and/or O'Keefe agree to pay to S, within [redacted] dollars (\$ [redacted]), within [redacted] days of the date of this Agreement, payable to I: S, and [redacted] C. L. M. L.I. monies will be paid to S. Project Veritas and/or O'Keefe



the benefit of S, compensation for the benefit of S, has or may have had through the date of this Agreement, including, but not limited to, claims for wrongful termination and breach of contract, intentional misrepresentation, negligent misrepresentation, fraud, harassment, negligence, conspiracy, or detrimental reliance, and any exemplary (i.e., punitive) damages. S expressly acknowledges and warrants that she is, and shall be, responsible for all federal, state, and local tax liabilities that may result from the payment described in this section and she hereby warrants that Project Veritas and/or O'Keefe shall bear no responsibility for any such tax liabilities. S further agrees and acknowledges that she shall indemnify and hold harmless Project Veritas and/or O'Keefe for any possible federal, state, or local tax liabilities resulting from such payment and that she shall reimburse any taxes, interest and/or penalties assessed against Project Veritas and/or O'Keefe for any such tax liabilities caused by such payments.

# EXHIBIT C



Rubio4President @ElectMarcoRubio

@NadiaNaffe Do you still have all those emails from @jamesokeefeiii gmail acct downloaded on your computer?

<https://twitter.com/>

- Reply
- Retweet
- Favorite

29 Feb

Close



Nadia Naffe @NadiaNaffe

About 7yrs worth of his emails. I dare not delete anything now @DavidShuster could subpoena them as evidence. @ElectMarcoRubio

Nadia Naffe @NadiaNaffe

Can't help wondering if @AndrewBreitbart would still be alive if he hadn't exasperated himself fighting O'keefe's battles. @ElectMarcoRubio

Nadia Naffe @NadiaNaffe

Yeah, I know. All the dirty details, money trails, tactics are in his emails. It's enough to give a man a heart attack. @ElectMarcoRubio

Nadia Naffe @NadiaNaffe

Never met a guy who emailed his buddies every sexual experience he's had w/ a women. Incl the ones he had by himself @ElectMarcoRubio

Nadia Naffe @NadiaNaffe

To sue for defamation O'keefe would have to prove I've made a false stmt. His own emails will prove I havent @ElectMarcoRubio @davidshuster

Rubio4President @ElectMarcoRubio

@NadiaNaffe I ... S ... lawyer writes a mean demand letter. I still don't get why @JamesOKeefeIII showed up to take a bath at her apartmnt

Retweeted by Nadia Naffe

Nadia Naffe @NadiaNaffe

I have never and I mean never had a male colleague show up at my place, strip down in my bathrm and take a shower. NEVER. @ElectMarcoRubio

Nadia Naffe @NadiaNaffe

And, yes I do think that's what he wanted. Why else would O'keefe go to I ... house and do something "misogynistic" @ElectMarcoRubio

View conversation

- Reply

Rubio4President @ElectMarcoRubio

No wonder I ... S ... was suing 4 sexual harassment. Way too many I ... s, Abbie's and Nadia's in O'keefe's life. @NadiaNaffe @KeithOlbermann

Retweeted by Nadia Naffe

Nadia Naffe @NadiaNaffe

I've adopted a song once sung by @LilaGraceRose as my personal anthem. "I'll be alright without you..." circa 2006. #breakupshurt

<https://twitter.com/>

- [Reply](#)

Nadia Naffe [@NadiaNaffe](#)

Men know they can shut women up by calling them "Slut, tramp & whore". A convicted criminal in NJ did it to me. Be strong. [@SandraFluke](#)

Nadia Naffe [@NadiaNaffe](#)

Lila sung that song when she broke up w/O'keefe. He stood on the front porch crying hysterically to his mother & sister. [@ElectMarcoRubio](#)

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Nadia Naffe [@NadiaNaffe](#)

O'keefe's threat to sue [@DavidShuster](#) into silence is just like the one he used to bully me not to report crime to police.

Nadia Naffe [@NadiaNaffe](#)

I'm not looking for an apology. I've been the one apologizing, to people I recorded w/O'keefe since 2010. [@DavidShuster](#) [@andrewbreitbart](#)

Nadia Naffe [@NadiaNaffe](#)

Would not expect public condemnation of O'keefe by [@AndrewBreitbart](#). Admitting your wrong isn't good for business. [@DavidShuster](#) [#agitprop](#)

Nadia Naffe [@NadiaNaffe](#)

I still dont know the identity of the man O'keefe brought with him to the barn that night, to intimidate or worse, assault me [@DavidShuster](#)

Nadia Naffe [@NadiaNaffe](#)

Working on a post abt what happened at the barn in NJ, and my work as an accomplice to a "convicted criminal" O'keefe et al [@DavidShuster](#)

Neal Rauhauser [@Neal\\_Rauhauser](#)

[@NadiaNaffe](#) Given O'Keefe's reputation it's surprising any woman would go anywhere with him. He's simply not trustworthy.

Retweeted by Nadia Naffe

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DOCKET NO.: C-93-12

CIVIL ACTION

**ORDER TO SHOW CAUSE WITH  
TEMPORARY RESTRAINTS**

This matter having been opened to the Court by Aromando & Light, LLC, attorneys for Plaintiff James O'Keefe, III, upon Plaintiff's Verified Complaint and accompanying papers in support of Plaintiff's application for immediate temporary restraints and for accelerated discovery;

**AND IT APPEARING** from the Verified Complaint that Defendant Nadia Naffe is in possession of Plaintiff's private, proprietary and confidential information that has been stored on his personal computer ("Information");

**AND IT FURTHER APPEARING** that Defendant came into possession of the Information without permission from Plaintiff;

**AND IT FURTHER APPEARING** that the Defendant has released some of the Information and is presently threatening to release more Information to the public;

**AND IT FURTHER APPEARING** that Plaintiff will suffer irreparable harm unless the Court orders the relief set forth herein;

**AND** this Court having considered the likelihood of ultimate success of Plaintiff's claims, the balance of the hardships to the parties, the public interest, and whether Plaintiff will suffer immediate and irreparable harm if restraints are not entered against Defendant;

**AND** good cause otherwise having been shown for the entry of this Order;

**IT IS ON THIS** \_\_\_\_\_ day of March, 2012;

**ORDERED** that Defendant Nadia Naffe and any person(s) acting in concert or participation with her who receives actual notice of this Order by personal service or otherwise, be and hereby are temporarily restrained and enjoined from disclosing, discussing, publishing or otherwise communicating the Information to or with any third party;

**AND IT IS FURTHER ORDERED** that Defendant show cause on \_\_\_\_\_, 2011 at \_\_\_\_\_ o'clock \_\_\_\_m. as to why a preliminary injunction should not be entered against her continuing the above restraints through the final adjudication of this matter; and

**AND IT IS FURTHER ORDERED** that Defendant shall have and bring with her to the hearing on \_\_\_\_\_, 2011 at \_\_\_\_\_ o'clock \_\_\_\_m. all originals and copies of the Information whether the Information is stored electronically or is contained in any other media whatsoever, including print; and

**IT IS FURTHER ORDERED** that Defendant shall submit any briefs in opposition to this application and any related papers on or before \_\_\_\_\_ and Plaintiffs shall submit a reply brief and any related papers on or before \_\_\_\_\_; and

**IT IS FURTHER ORDERED** that should the Defendant fail to comply with any provision of this Order, Plaintiff shall be entitled to entry of default judgment on all counts of the Verified Complaint upon the submission of an application setting forth Defendant's failure to abide by the terms of the Order; and

**IT IS FURTHER ORDERED** that service upon the Defendant of a copy of the Order to Show Cause together with all of the papers upon which this Order is based, shall be deemed sufficient service if made by personal service upon, by overnight delivery or by certified mail, return receipt requested to Defendant within two (2) days of receipt thereof by Plaintiff's counsel; and

**IT IS FURTHER ORDERED** that this Order shall serve as notice to Defendant that she is required to file with the Court and serve upon counsel for Plaintiff an Answer to the Verified Complaint within twenty days after the service of this Order, exclusive of the day of service. If Defendant fails to answer, judgment by default may be rendered against her for the relief demanded in the Verified Complaint; and

**IT IS FURTHER ORDERED** that any party may apply for relief from this Order upon a showing of sufficient, legitimate need upon two (2) days notice to all other parties.

**IT IS FURTHER ORDERED** that no Summons shall issue.

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