

IN THE CIRCUIT COURT FOR THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

SAMUEL A. PERRONI,

Plaintiff,

v.

AMERICAN MEDIA, LLC,

Defendant.

Case No. \_\_\_\_\_

**COMPLAINT FOR DECLARATORY RELIEF**

Plaintiff Samuel A. Perroni, for his complaint for declaratory relief against defendant American Media, LLC (hereinafter, “American Media”), states:

1. This action is filed with respect to a written Agreement for Use and Non-Disclosure of Confidential Information (hereinafter, the “Agreement”) concerning confidential and proprietary processes, sources, evidence and information relating to a book manuscript Mr. Perroni has written but not yet published. The manuscript is a product of Mr. Perroni’s years of investigation and research into the November 1981 death of actress Natalie Wood off the coast of Santa Catalina Island, California. Mr. Perroni shared the manuscript with American Media in utmost confidence, per the terms of the Agreement, after being enticed by American Media’s expressed interest in publishing his book. A true and correct copy of the Agreement, which was effective on April 9, 2019, and fully executed on April 16, 2019, is attached hereto as Exhibit 1. Mr. Perroni sues for declaratory and injunctive relief concerning American Media’s past and future breach(es) of the Agreement.

## **PARTIES**

2. Mr. Perroni is a citizen of the State of Arkansas. He resides in Washington County, Arkansas.

3. American Media is a Delaware limited liability company with its principal place of business located at 4 New York Plaza, New York, New York 10004. American Media's registered agent for service is The Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, Delaware 19801.

## **JURISDICTION AND VENUE**

4. Jurisdiction is conferred on this Court by Fla. Stat. § 26.012(3), Fla. Stat. § 86.011, and Fla. Const. art. V, § 5.

5. Venue is appropriate in this County by Fla. Stat. § 47, because an American Media subsidiary has an office in Boca Raton, Florida, and because the parties agreed that "[a]ny controversy or claim arising out of or relating to this Agreement shall be instituted in a state or federal court of competent jurisdiction in the State of Florida, which shall have exclusive jurisdiction over any such action." *See* Exhibit 1, ¶ 9.

## **FACTUAL ALLEGATIONS**

6. On November 29, 1981, Natalie Wood, an Academy Award-nominated actress, drowned off the coast of Santa Catalina Island, California.

7. The circumstances of Ms. Wood's death have remained shrouded in suspicion and mystery, leading to numerous theories as to the potential cause of her untimely demise at the age of 43 years.

8. Mr. Perroni is a former federal prosecutor for the Eastern District of Arkansas and a renowned and decorated criminal defense attorney. Mr. Perroni is also a published author. He

previously published the historical fiction novel *Kind Eyes*, a retelling of Abraham Lincoln’s last murder trial as a criminal defense attorney.

9. Mr. Perroni spent years investigating and researching the circumstances of Ms. Wood’s death, obtaining access to information and evidence that is not within the public domain. Mr. Perroni began writing a book about Ms. Wood’s death based on the information he obtained from his investigation.

10. During his investigation, Mr. Perroni was contacted by American Media through Mr. Douglas Montero, a correspondent for the *National Enquirer* tabloid newspaper, who asked if he could review the materials obtained by Mr. Perroni concerning Ms. Wood’s death.

11. On April 9, 2019, before agreeing to send any material gleaned by Mr. Perroni through his investigation (and while the book was still being written), Mr. Perroni and American Media, the *National Enquirer*’s publisher, entered into the Agreement. *See* Ex. 1. The Agreement was fully executed on April 16, 2019. *See id.*

12. The Agreement provides that “[American Media] is in the process of investigating and reporting on the circumstances and relevant facts regarding the death of Natalie Wood in November 1981. . . .” *See* Ex. 1. The Agreement also states that Mr. Perroni “has for some time been investigating the circumstances and relevant facts regarding the death of Natalie Wood for the purpose of authoring a book based upon his investigation.” *Id.*

13. The Agreement notes that American Media wished to interview Mr. Perroni, read the manuscript of his book concerning Ms. Wood’s death, and examine documents obtained by Mr. Perroni during his investigation. *See* Ex. 1. The Agreement acknowledges that Mr. Perroni “wishe[d] to maintain the confidential status of such information and possible sources” and Mr. Perroni “require[d] such information be accorded confidential treatment. . . .” *Id.* “Confidential

Information” is defined in the Agreement as all “technical, financial, operational, business or other information not in the public domain, including without limitation, data, documents, processes, analyses, and studies, whether in written or electronic form, or whether communicated in writing, verbally, or otherwise, which [Mr. Perroni] discloses to or makes available to [American Media] in conjunction with the Project of [American Media].” *Id.* at ¶ 1 (hereinafter, “Confidential Information”).

14. The Agreement notes that American Media would hold the Confidential Information in “strict confidence” and not “disclose any part of it to others, or use the same for its benefit, except as expressly permitted in [the] Agreement.” *See* Ex. 1, at ¶ 2. American Media also agreed to not use Mr. Perroni’s Confidential Information except as agreed upon by Mr. Perroni and American Media by further separate written agreement. *Id.*

15. The Agreement further provides that American Media may disclose the Confidential Information only to its “directors, officers, employees, agents, consultants, or attorneys . . . who have a need to know.” *See* Ex. 1, at ¶ 3. Prior to making such disclosures, however, American Media “shall provide any such Representative(s) with a copy of this Agreement and require that he/she/they agree to the terms and conditions hereof.” *Id.* American Media is responsible for any breach of the Agreement by any of its representatives. *Id.*

16. Mr. Perroni continued researching and writing his book after the Agreement’s execution.

17. On September 19, 2019, Mr. Montero e-mailed Mr. Perroni to inquire as to the progress of Mr. Perroni’s book. A copy of the September 19, 2019, E-mail Correspondence between Mr. Montero and Mr. Perroni is attached hereto as Exhibit 2.

18. Later that day, in response to Mr. Montero's e-mail, Mr. Perroni stated that he finished a manuscript of the book and that a summary of the manuscript had already been reviewed by an editor and agent in New York. *See* Exhibit 2. Mr. Perroni wrote to Mr. Montero that he was moving forward and that, if Mr. Montero's supervisors at the *National Enquirer* and American Media wished to work with Mr. Perroni on publishing the book, it would need to be "soon" because Mr. Perroni was going to sign with the agent if the agent was so inclined. *Id.* Upon Mr. Perroni's statement that the manuscript was finished, Mr. Montero asked if the manuscript could be sent to him for review *via* FedEx. *See* Ex. 2. Mr. Perroni informed Mr. Montero that he would have to think about whether he would send the manuscript to Mr. Montero. *See id.* Mr. Perroni also clarified that not all the photographs and documentation obtained by Mr. Perroni during his investigation were in the manuscript. *Id.* Mr. Montero stated that the "revelations should be interesting enough." *Id.*

19. The next day, September 20, 2019, Mr. Perroni e-mailed Mr. Montero to state he would send the latest version of the manuscript to Mr. Montero *via* FedEx, but only with the following conditions: (1) that Mr. Montero would be the only person to read the manuscript; and (2) that Mr. Montero make no copies of the manuscript. *See* Ex. 2. Mr. Perroni stated his objective in the e-mail message to Mr. Montero: "My objective is very clear. I would like to get my work out there with your company getting the right to publicize the contents within a coordinated effort to maximize the evidence I have uncovered." *Id.*

20. On or about September 24, 2019, Mr. Perroni shipped to Mr. Montero a copy of the manuscript *via* FedEx. Mr. Perroni included a cover letter addressed to Mr. Montero. *See* September 24, 2019, Letter to Mr. Montero, attached hereto as Exhibit 3. In the cover letter, Mr. Perroni again stated he was sending the manuscript to Mr. Montero "in the utmost confidence" to

assess whether he felt the book should be published by American Media. *See id.* Mr. Perroni asserted that he was not interested in magazine stories or podcasts unless it was in conjunction with publishing his book. *See id.*

21. Mr. Perroni noted, in his September 24, 2019, cover letter to Mr. Montero, that, if Mr. Perroni and American Media could not work together, the information and sources sent with the manuscript to Mr. Montero “will remain confidential while [Mr. Perroni] [sought] publication elsewhere.” *See* Ex. 3.

22. On October 1, 2019, Mr. Perroni texted Mr. Montero to confirm Mr. Montero’s receipt of the manuscript. *See* Text Correspondence between Mr. Perroni and Mr. Montero, attached as Exhibit 4, at 1. Mr. Montero confirmed receipt. *Id.*

23. On October 8, 2019, Mr. Perroni sent a follow-up text to Mr. Montero stating, “long periods of silence make [Mr. Perroni] nervous.” *See* Ex. 4, at 2. In response, Mr. Montero stated he had “yet to read entire book,” but planned to read the entire manuscript by October 10 or 11. *Id.*

24. By October 21, 2019, Mr. Perroni had not heard back from Mr. Montero. As a result, Mr. Perroni texted Mr. Montero inquiring the status of the manuscript’s review. *See* Ex. 4, at 2. Mr. Montero did not respond. *Id.*

25. The following day, Mr. Perroni sent another follow-up text to Mr. Montero which stated, “[i]f there is no interest on [American Media’s] end, I need the manuscript and Resources list returned immediately.” *See* Ex. 4, at 2. Mr. Montero responded that same day by claiming he “ha[d]n’t had a chance to delve deep into the book yet” because he had been too busy. *Id.* Mr. Montero asserted he would try to “read it on [his] day off over the weekend.” *Id.* According to Mr. Montero, he needed to read it so he could “[d]ebrief [his] editors and see what they want to

do.” *Id.* Mr. Montero claimed he was “frustrated with [his] bosses” concerning Mr. Perroni’s manuscript. *Id.*

26. By November 1, 2019, eight days since Mr. Montero’s last text, Mr. Perroni had still heard nothing concerning his manuscript. As a result, Mr. Perroni texted Mr. Montero to demand the immediate return of his manuscript, per Paragraph 4 of the Agreement. *See* Ex. 4, at 2; *see also* Exhibit 1, ¶ 4. One day later, on November 2, 2019, Mr. Montero responded to Mr. Perroni’s text and stated, without argument, that he would return the manuscript. *See* Ex. 4, at 2.

27. Another three days passed, and yet Mr. Perroni still heard nothing further from Mr. Montero. As a result, Mr. Perroni texted Mr. Montero to ensure Mr. Montero sent the manuscript back to Mr. Perroni as requested by Mr. Perroni per Paragraph 4 of the Agreement. *See* Ex. 4, at 3.

28. On November 6, 2019, one day after Mr. Perroni requested confirmation of the manuscript’s return, and approximately six weeks after Mr. Perroni sent the manuscript to Mr. Montero *via* FedEx, Mr. Montero stated in a text to Mr. Perroni that he had “t[aken] a quick look at the book late this afternoon before preparing for mail [back to Mr. Perroni].” *See* Ex. 4, at 3. Mr. Montero admitted he told his superiors at American Media of certain crime scene photographs obtained by Mr. Perroni as evidenced in the manuscript. *Id.* Mr. Montero stated his supervisors asked him to see if Mr. Perroni was interested in selling three of the photographs. *See id.* In a moment of candor, and in recognition of what Mr. Perroni had obtained, Mr. Montero texted that Mr. Perroni could “name [his] price” for the photographs. *See id.* Mr. Montero also texted that American Media would “withhold the other[] [crime scene photographs] to promote the book.” *Id.*

29. Mr. Perroni declined to sell any photographs to Mr. Montero and American Media. *See Ex. 4, at 3.*

30. After Mr. Perroni refused to sell the photographs, American Media returned the manuscript to Mr. Perroni *via* FedEx. The FedEx package indicated that it was sent by someone named Patricia Gonzalez. Upon information and belief, Ms. Gonzalez is not an American Media person authorized to possess Mr. Perroni's manuscript.

31. Mere days after sending back Mr. Perroni's manuscript, American Media—without any deal to purchase photographs or publish the book or Mr. Perroni's Confidential Information—published an online article on the *National Enquirer's* website entitled "Natalie Wood Death Cover-Up Evidence!" (hereinafter, the "Publication"). A copy of the Publication is attached as Exhibit 5.

32. Six days after the Publication's online debut, the November 25, 2019, edition of the physical *National Enquirer* paper included the Publication. A copy of the November 25, 2019, edition of the *National Enquirer's* cover page and the pages containing the Publication is attached as Exhibit 6.

33. The Publication discusses and describes Mr. Perroni's Confidential Information that are included in the manuscript that Mr. Perroni shared with American Media per the terms of the Agreement, including information and a description of photographs that are not in the public domain. Moreover, the Publication provides a clear road map of Mr. Perroni's investigative processes, in clear violation of the Agreement. *See Ex. 5, 6.*

34. By publishing the Confidential Information, American Media breached the Agreement and interfered with Mr. Perroni's prospective contractual and economic relationships, causing damage to Mr. Perroni.



## **COUNT I – ACTION FOR DECLARATORY RELIEF**

35. Mr. Perroni restates and realleges paragraphs 1 through 34 above.

36. This is an action for declaratory relief pursuant to Fla. Stat. § 86.011.

37. There is a bona fide, actual, present practical need for declaratory relief pursuant to Fla. Stat. § 86.011 and present controversy with ascertainable facts between the parties herein.

38. The adverse legal interests of the parties are of sufficient immediacy and materiality to warrant a declaratory judgment.

39. The requested relief is not advisory in nature.

40. By publishing Mr. Perroni's Confidential Information in the November 19, 2019 online article on the *National Enquirer's* website and the November 25, 2019 issue of the *National Enquirer*, American Media breached the parties' Agreement and interfered with Mr. Perroni's economic and contractual relationship with prospective book publishers for the manuscript's publication.

41. American Media's conduct has directly and proximately caused monetary damages to Mr. Perroni. The price Mr. Perroni will be able to obtain for the purchase of his manuscript declines with every day that the Publication remains available. He also faces future loss of publication royalties and erosion of his budding reputation as the go-to source for previously-unknown information concerning Ms. Wood's death among book agents, editor, and publishers, not to mention countless other media outlets

42. Mr. Perroni is in doubt as to his rights under Florida law and needs a present declaration whether American Media breached the Agreement and interfered with Mr. Perroni's economic and contractual relationships.

43. Mr. Perroni seeks relief in order to enforce contractual/legal rights and not to merely seek legal advice from this Court. Specifically, Mr. Perroni seeks a declaration on the Agreement's validity and enforceability against American Media and that American Media hereby breached the Agreement through the Publication and interfered with Mr. Perroni's prospective contractual and economic relationships.

44. Mr. Perroni further asks this Court to reserve jurisdiction to provide further relief as the Court deems necessary and proper.

WHEREFORE, plaintiff Samuel A. Perroni asks this Court for a declaratory judgment pursuant to Fla. Stat. § 86.011 that the Agreement between Mr. Perroni and defendant American Media, LLC is enforceable under Florida law, that American Media breached the Agreement and interfered with Mr. Perroni's prospective contractual and economic relationships through its publication of Mr. Perroni's Confidential Information, and for all other relief which this Court deems proper.

Dated: January 28, 2020

Respectfully Submitted,

/s/Gerald E. Greenberg

GERALD E. GREENBERG

Florida Bar No. 440094

[ggreenberg@gsgpa.com](mailto:ggreenberg@gsgpa.com)

MIKAYLA ESPINOSA

Florida Bar No. 1008227

[mikaylaespinosa@gsgpa.com](mailto:mikaylaespinosa@gsgpa.com)

GELBER SCHACHTER & GREENBERG, P.A.

1221 Brickell Avenue, Suite 2010

Miami, Florida 33131

Telephone: (305) 728-0950

Facsimile: (305) 728-0951

E-service: [efilings@gsgpa.com](mailto:efilings@gsgpa.com)

AND

VINCENT O. CHADICK (*pro hac forthcoming*)

[vchadick@qgtlaw.com](mailto:vchadick@qgtlaw.com)

BRANDON B. CATE (*pro hac forthcoming*)

[bcate@qgtlaw.com](mailto:bcate@qgtlaw.com)

PHILIP A. ELMORE (*pro hac forthcoming*)

[pelmore@qgtlaw.com](mailto:pelmore@qgtlaw.com)

QUATTLEBAUM, GROOMS & TULL PLLC

4100 Corporate Center Drive, Suite 310

Springdale, Arkansas 72762

Telephone: (479) 444-5200

Facsimile: (479) 444-6647

*Attorneys for Samuel A. Perroni*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 28<sup>th</sup> day of January 2020, I filed the foregoing using the State of Florida's ePortal Filing System.

/s/Gerald E. Greenberg  
GERALD E. GREENBERG

# EXHIBIT 1

**AGREEMENT FOR USE AND NON-DISCLOSURE  
OF CONFIDENTIAL INFORMATION**

This AGREEMENT FOR USE AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION (the "Agreement"), effective as of the 9<sup>th</sup> day of April, 2019 ("Effective Date"), is entered into by American Media, LLC, publisher of the National Enquirer, 4 New York Plaza, New York, New York 10004 ("Newspaper"), in favor of Samuel A. Perroni ("Source"), a citizen of the United States of America and whose address is [REDACTED] [REDACTED] Source and Newspaper are each sometimes referred to individually as a "party" and collectively as the "parties."

**RECITALS:**

**WHEREAS**, Newspaper is in the process of investigating and reporting on the circumstances and relevant facts regarding the death of Natalie Wood in November 1981, off the coast of Santa Catalina Island, CA, USA, for the purpose of disclosing information to the public in print and, perhaps, in other media forms ("Project"); and

**WHEREAS**, Source has for some time been investigating the circumstances and relevant facts regarding the death of Natalie Wood for the purpose of authoring a book based upon his investigation (the "Literary Project"); and

**WHEREAS**, Newspaper wishes to interview Source, read his manuscript, or portions thereof, and examine documents in order to learn information which Source has obtained regarding his investigation for his Literary Project with the intent that it will assist Newspaper in completing its Project; and

**WHEREAS**, Newspaper will have access to and be provided information that Source considers confidential and proprietary, including sources of information, that are critical to the success of his Literary Project; and

**WHEREAS**, Source wishes to maintain the confidential status of such information and possible sources; and

**WHEREAS**, as a condition to furnishing or making such information and sources available to Newspaper, Source requires that such information be accorded confidential treatment in accordance with the provisions of this Agreement.

**NOW THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Newspaper agrees as follows:



## AGREEMENT:

1. **"Confidential Information"** is defined as all technical, financial, operational, business or other information not in the public domain, including without limitation, data, documents, processes, drawings, plans, specifications, operating procedures, correspondence, formulae, programs, analyses, and studies, whether in written or electronic form, or whether communicated in writing, verbally, or otherwise, which Source discloses to or makes available to Newspaper in conjunction with the Project of the Newspaper.
2. Newspaper agrees to hold Confidential Information in strict confidence and not to disclose any part of it to others, or use same for its benefit, except as expressly permitted in this Agreement. Newspaper further agrees not to use Source's Confidential Information except as Source and Newspaper may further agree by separate written agreement.
3. Newspaper may disclose Confidential Information only to its directors, officers, employees, agents, consultants or attorneys ("**Representatives**") who have a need to know. However, prior to doing so, Newspaper shall provide any such Representative(s) with a copy of this Agreement and require that he/she/they agree to the terms and conditions hereof. Notwithstanding the foregoing, Newspaper shall be responsible for any breach of this Agreement by any of its Representatives.
4. Upon the written request of Source, but in no event later ten (10) days after the expiration of the Term, Newspaper shall return all Confidential Information in its possession to Source or, at the option of Source, shall destroy all Confidential Information. If Source chooses the latter option, Newspaper shall provide evidence of such destruction by certifying same in writing to Source.
5. Source shall be entitled to equitable relief, including injunction and specific performance, in the event of a breach or threatened breach of this Agreement. Newspaper further waives any requirement that Source post a bond in connection with obtaining any such equitable relief and agrees that any violation of this Agreement may cause irreparable injury or harm to Source. In the event of a breach or threatened breach of this Agreement, such remedies shall be in addition to any other remedies available to Source at law or equity.
6. Newspaper agrees that it shall not acquire any property or other interest, including without limitation any right under patent, trademark, or copyright in the Confidential Information as a result of Source disclosing or making such information available to Newspaper under this Agreement.
7. This Agreement shall be effective from the Effective Date until after the completion of the publication of the Literary Project by Source (the "**Term**").
8. No failure or delay by Source in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege. No waiver by any party

of any provision of this Agreement shall be effective unless in writing, and such waiver shall not imply a subsequent or prior waiver of that or any other provision.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to the conflict of laws rules thereof. Any controversy or claim arising out of or relating to this Agreement shall be instituted in a state or federal court of competent jurisdiction in the State of Florida, which shall have exclusive jurisdiction over any such action.

10. Any notice required or permitted hereunder shall be given in writing by email, facsimile transmission, personal delivery or mailed by United States certified mail with postage and fees prepaid or overnight courier (e.g., FedEx), deemed to be given upon receipt or rejection by either party, addressed as provided in the introductory paragraph of this Agreement.

11. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Any unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

12. This Agreement constitutes the entire Agreement between the parties on this subject. There are no terms, conditions, representations, warranties, or Agreements between the parties concerning the subject matter of the Agreement that have not been specifically stated herein. This Agreement may not be modified except by written agreement executed by an authorized representative of both parties. The parties also acknowledge and agree that the recitals provided above constitute an integral part of this Agreement and shall be given the same force and effect as any other provision in this Agreement.


13. This Agreement does not create a joint venture, partnership, agency or employment relationship of any type between the parties. If Newspaper wishes to use any or all of the Confidential Information disclosed pursuant to this Agreement, a separate agreement must be executed. It is understood that this Agreement in no way obligates Newspaper to use the Confidential Information and nothing herein prohibits Newspaper from using information independently gathered before the execution of this agreement, from sources other than Source in connection with the Project. Information gathered by Newspaper for the Project after Source discloses Confidential Information, including any of his sources, pursuant to this Agreement may only be used by Newspaper if such information was independently gathered by Newspaper. In any dispute between Newspaper and Source, Newspaper shall assume the burden of establishing the independence of the information gathered by clear and convincing evidence.

*[signatures are on the following page]*



EXECUTED by Newspaper and Source in duplicate originals on this 16<sup>th</sup> day of April,  
2019.

NEWSPAPER:

A handwritten signature in dark ink, appearing to be 'James Robertson', written over a horizontal line.

Editor/Officer

**JAMES ROBERTSON**

SOURCE:

A handwritten signature in dark ink, appearing to be 'Samuel A. Perreni', written over a horizontal line.

Samuel A. Perreni

# EXHIBIT 2

**sperroni1@hotmail.com**

---

**From:** Samuel Perroni <sperroni1@hotmail.com>  
**Sent:** Friday, September 20, 2019 12:23 PM  
**To:** Montero, Douglas  
**Subject:** Re: EXTERNAL\* RE: Natalie Wood

Doug, after giving the matter some thought, here's how we can approach this.  
I will send you the latest version of the manuscript FedX. I need a personal address for delivery.  
The only conditions are these:

1. Initially you are to be the only person to read it.
2. You agree to make no copies, either via printing or photographs, nor duplicate the material in anyway without my written agreement (an email will suffice)

The sole purpose of this agreement is to give you an opportunity to assess what I have found, including my educated conclusions and opinions, to see if you will support its publication with American Media, LLC.

If you agree, I will send it out Monday. My objective is very clear. I would like to get my work out there with your company getting the right to publicize the contents within a coordinated effort to maximize the evidence I have uncovered.

Thx, Sam

Sent from my iPhone

On Sep 19, 2019, at 4:57 PM, Montero, Douglas <[dmontero@amilink.com](mailto:dmontero@amilink.com)> wrote:

That's fine.

The revelations should be interesting enough.

DOUGLAS MONTERO  
NATIONAL CORRESPONDENT

Phone: (212) 339-1908

Cell: [REDACTED]

Email: [dmontero@amilink.com](mailto:dmontero@amilink.com)

<image001.png>

4 New York Plaza, Level 2, New York, NY 10004

---

**From:** Samuel Perroni <[sperroni1@hotmail.com](mailto:sperroni1@hotmail.com)>  
**Date:** Thursday, September 19, 2019 at 5:56 PM  
**To:** "Montero, Douglas" <[dmontero@amilink.com](mailto:dmontero@amilink.com)>  
**Subject:** RE: EXTERNAL\* RE: Natalie Wood

Let me give that some thought. If we are going to work together at some point we need to fully trust each other. You understand that ALL of the records, photos, reports, etc are not in the manuscript?

**From:** Montero, Douglas <[dmontero@amilink.com](mailto:dmontero@amilink.com)>  
**Sent:** Thursday, September 19, 2019 4:53 PM

**To:** Samuel Perroni <[sperroni1@hotmail.com](mailto:sperroni1@hotmail.com)>

**Subject:** Re: EXTERNAL\* RE: Natalie Wood

Finally, I'm glad to hear the book is finished.  
Is there a way I could see the manuscript? Meaning via Fex Ex

DOUGLAS MONTERO  
NATIONAL CORRESPONDENT

Phone: (212) 339-1908

Cell: [REDACTED]

Email: [dmontero@amilink.com](mailto:dmontero@amilink.com)

<image002.png>

4 New York Plaza, Level 2, New York, NY 10004

---

**From:** Samuel Perroni <[sperroni1@hotmail.com](mailto:sperroni1@hotmail.com)>

**Date:** Thursday, September 19, 2019 at 5:46 PM

**To:** "Montero, Douglas" <[dmontero@amilink.com](mailto:dmontero@amilink.com)>

**Subject:** EXTERNAL\* RE: Natalie Wood

Doug—How you doing? I finished my manuscript and had a summary reviewed by a very respected book editor and agent in NY. Both are very interested in it. The editor suggested some things that I am working over now, but please tell your folks that I am moving forward. If they really want to work with me, they need to do it soon because I'm going to sign with the agent if she is so inclined. Frankly, I would rather work with your company. But, I'm sure you understand. I want this book out there while Noguchi, Wagner and Walken are still alive. I want them to know I've uncovered the truth. Sam

**From:** Montero, Douglas <[dmontero@amilink.com](mailto:dmontero@amilink.com)>

**Sent:** Thursday, September 19, 2019 4:31 PM

**To:** Samuel Perroni <[sperroni1@hotmail.com](mailto:sperroni1@hotmail.com)>

**Subject:** Natalie Wood

Hello Sam,

I just wanted to check in with you to see how the book is coming along.  
I am still trying to get my bosses to send me out there to review the material.  
Please keep me posted.

DOUGLAS MONTERO  
NATIONAL CORRESPONDENT

Phone: (212) 339-1908

Cell: [REDACTED]

Email: [dmontero@amilink.com](mailto:dmontero@amilink.com)

<image003.png>

4 New York Plaza, Level 2, New York, NY 10004

# EXHIBIT 3

Doug—

Please keep in mind, this manuscript has only been copy edited for format, grammar, etc. After a review by a book editor, I have begun the editing he suggested. I know its too long and, in some places, too detailed. In the beginning, I decided to put everything in because it was easier to cut things out than to, as we say down here, "cut things on." Also, the manuscript does not include every significant document I found. But those are available if you want to come to see them.

If you don't want to read everything at this point, you might want to look at Chapters 4, 5, 6, 8, 9, 10, 14-18, 24-29. Those chapters contain the bulk of new evidence and observations never made. I possess something no one else has ever had – almost 50-years of experience investigating, prosecuting and defending criminal cases, including murder cases.

As we agreed, you are seeing this in the utmost confidence to assess whether you feel my book should be published by American Media. I'm not interested in magazine stories or podcasts unless it is in conjunction with publishing my work. If we can't work together, then the information and sources will remain confidential while I seek publication elsewhere. At that event, I would, of course, grant the *Enquirer* the ability to gain first rights to publish excerpts when the book is released. You folks have earned that, in my opinion.


Thanks for your continued interest in this project, Doug. I think you will find some of the things I have uncovered to be beyond shocking. Sam

9/24/2019

# **EXHIBIT 4**

Messages with Douglas Montero


Sent on Jun 23, 2019 6:24:44 PM

We're still on go! Sam 

Received on Jun 23, 2019 6:25:51 PM

DM Yes. I'm in bklyn driving to restaurant now.

Sent on Jun 23, 2019 6:26:31 PM

Very good. I'm 6 feet 8 if you get there first 😊 

Received on Jun 23, 2019 7:22:26 PM

DM I'm here Sam. Standing out front. Blue shirt smoking


Received on Jun 23, 2019 7:22:45 PM

DM A cigarette


Received on Jul 19, 2019 5:08:28 PM

DM Hi Sam I'm in a weird spot in Florida. I don't know if you got email


Sent on Jul 19, 2019 5:18:09 PM

Let me check 

Sent on Jul 19, 2019 5:25:30 PM

I got it thx. I sent a reply 


Sent on Sep 25, 2019 4:45:50 PM

A box was sent today via FedEx. It will arrive Monday. Thx Sam 


Received on Sep 25, 2019 7:08:57 PM

DM Thank you Sam. I look forward to reading it.

Sent on Sep 25, 2019 7:16:07 PM

I'm having a dirty martini to toast what I hope will be a rewarding relationship for us both 


Sent on Sep 25, 2019 7:16:38 PM

Using the vodka you gave me. 😊 


Received on Sep 25, 2019 7:18:02 PM

DM Ahh yes. I wish I could be there.

Sent on Sep 25, 2019 7:18:35 PM

The shaker works like a million bucks 


Sent on Oct 1, 2019 3:29:13 PM

Doug, you get the package? Sam 

Received on Oct 1, 2019 3:32:26 PM

DM Yes sir Sam. Yes I did!!! I just got it today since I was out of the office for a week.

Sent on Oct 1, 2019 3:48:10 PM

Very good. Keep me posted. 



Messages with Douglas Montero

Sent on Oct 8, 2019 10:41:20 AM

Doug, I know you are a busy guy, but long periods of silence make me nervous. Sam



Received on Oct 8, 2019 10:49:47 AM

DM

Hi Sam. I have yet to read the entire book -- but I plan to thurs and Friday

Sent on Oct 8, 2019 11:23:46 AM

No rush, really. I was just checking in



Sent on Oct 21, 2019 3:12:39 PM

Doug, please don't keep me hanging. Sam



Sent on Oct 22, 2019 5:55:36 PM

Doug, I need to know something one way or the other. I just signed a contract with a very reputable book editor who is helping me with a book proposal for a well-known agent to shop my manuscript. He has also helped me trim 50 pages without effecting the substance of what I have written. If there is no interest on your end, I need the manuscript and Resources list returned immediately. Thx Sam



Received on Oct 22, 2019 6:16:55 PM

DM

Hi Sam. I hate to say it but I haven't had a chance to delve deep into the book yet. I'm either traveling for the podcast or working on deadline stories for the magazines. I may have to read it on my day off over the weekend

Sent on Oct 22, 2019 8:25:27 PM

Ok, Doug. I understand you are busy, but we have been at this for months. If your company doesn't have an interest in working with me, then I need to know it soon. It's not fair to me to reveal to you the result of four years of work and over 100K in expenses if the interest is so minimal that you can't find time to read what I have written. We both know your company plans on publishing something by Dylan in November. It has always caused me to question the genuineness of an interest in my work. The longer you are in possession of my manuscript with no comments the more it makes me think this whole experience was only an effort to find out what I had discovered. I'm not saying that's true, it just makes me feel that way based on the efforts of others to do just that. So, please treat me fairly and either return my work or give it serious time. I would never have sent it if I knew I was going to be sitting here a month later with no answers. Also, I'm having a hard time understanding the tremendous interest before you had to cancel your trip to Arkansas as compared to now. At one point, your company was willing to send you to Arkansas for four days. What happened? Sam



Received on Oct 23, 2019 12:45:32 PM

Hello Sam. The Arkansas trip was cancelled because they needed me in cape cod for the Jfk jr podcast. Then Jeff Epstein died and we had to produce a podcast and documentary on him.

DM

I'll try and read over the weekend; debrief editors and see what they want to do. I sincerely apologize for the runaround and delay. I am frustrated with my bosses -- but then again I can't go rogue on them and lose my job.

Sent on Oct 23, 2019 1:04:15 PM

I don't want you to lose your job. I'm sure you are great at it. I wouldn't press you if it wasn't for Dylan's book coming out. I have to factor that into things. Regardless of the fact that his book deals with his podcast, it is being billed as the result of a lengthy investigation. Plus, I want my work out before Noguchi, Wagner and Walken die on me. I want them to be able to respond and not be accused of saying things about the dead. Sam



Sent on Nov 1, 2019 6:07:31 PM

Doug, Sam Perroni. I'm afraid I've waited as long as I can. Please return the manuscript and Notes on Resources as soon as possible. I'm sorry we couldn't work together on this but your bosses are obviously not interested in that. I'm very concerned that my work will be used in Dylan's book without my authorization if I don't retrieve it. I trust you will understand and that you have kept your word. Please provide me with a tracking number as well. Sam



Received on Nov 2, 2019 6:27:41 PM

DM

Hi Sam. Apologizes for the delay but I was traveling. Yes I will fed ex the manuscript when I get back into the office on Tuesday.

Messages with Douglas Montero [REDACTED]

Sent on Nov 2, 2019 9:50:34 PM

Thx

Sent on Nov 5, 2019 2:13:01 PM

Doug, did you get the manuscript in the mail. Sam

Received on Nov 5, 2019 6:03:29 PM

DM

Hello Sam. I took a quick look at the book late this afternoon before preparing for mail. And I spotted the crime scene pictures. I got pissed off at my editors for halting my trip to Arkansas and told em about about the pictures. Now they want me to me to ask you if you would be interested in selling 3 of the pictures. We could withhold the others to promote the book. You could name your price. If you say no I understand.

Sent on Nov 5, 2019 6:14:36 PM

I don't want to do that, Doug. Like I told you, I have enough in that book to keep you in headlines for a month. And, I'm not in this for money. Your bosses are now confirming what I thought all along. They just wanted to know what I had. They never had any intention of helping me get published - even with them getting the scoop. However, I will still work with your company, if we have an agreement, on getting first right to publish parts of the book when it's published. And, I'm sorry we couldn't work together on this story. It's much bigger than Davern and Rulli's tales. If you had read the entire book, you would have seen that. I mean it when I say I'm disappointed. Sam

Sent on Nov 5, 2019 6:22:49 PM

One other thing, what your bosses are missing with this matter is my expertise. I'm sure Dylan is a good reporter, but he is not an expert in criminal law. I am and my expertise with things like the crime scene photos, makes my story unique because I can interpret things a non-expert can't see.

Received on Nov 5, 2019 7:16:37 PM

DM

I understand Sam.

Sent on Nov 5, 2019 8:12:23 PM

Please send the manuscript back

Received on Nov 5, 2019 8:33:35 PM

DM

Yes. I will mail out first thing in the am.

Sent on Nov 5, 2019 8:34:11 PM

Thx. And I meant no offense to you.

Received on Nov 5, 2019 8:39:08 PM

DM

No worries Sam. I did the best I could.

Sent on Nov 5, 2019 8:39:50 PM

I know you did. I hope our paths cross again

Received on Nov 6, 2019 10:04:40 AM

DM

Good morning Sam  
Double checking--your address is [REDACTED]

Sent on Nov 6, 2019 10:06:05 AM

Yes Doug. That's it.

Sent on Nov 6, 2019 7:55:28 PM

Doug, did you get it off?



Messages with Douglas Montero [REDACTED]

Received on Nov 6, 2019 7:56:48 PM

DM

Hi Sam yes I did this afternoon I just got jammed up on deadline

Received on Nov 6, 2019 7:57:15 PM



DM

Sent on Nov 6, 2019 8:00:26 PM

No problem. Thx And, I trust that neither you or anyone on your behalf copied any part of it. Please confirm. Notwithstanding how I have been treated in this process, I will still give you a heads up when it is about to be published. If your company wants to work with me then, you can still have access to things I have found.



Sent on Nov 6, 2019 9:08:37 PM

Well, Doug? Did you keep your promise?



Received on Nov 6, 2019 9:48:00 PM

DM

Hi Sam. Apologizes I was having dinner with some old pals. I didn't photocopy the book. You have an NDA with us so it's all good.

Sent on Nov 6, 2019 10:18:40 PM

I appreciate that Doug. I'll be in touch



Sent on Nov 20, 2019 4:33:47 PM

Doug, If the suggestion of my attorney, I picked up a copy of the November 25, 2019 issue of National Enquirer. Information contained in the article on Natalie Wood clearly violates the terms of my non-disclosure agreement with American Media. Please tell your bosses I'm weighing my legal options. My disappointment in the agreement to work with you and your company continues. I certainly hope that it doesn't prove out that you had something to do with this. Sam



# **EXHIBIT 5**

**TRAVESTY!**

## Natalie Wood Death Cover-Up Evidence!

Crime scene photos locked away for decades.

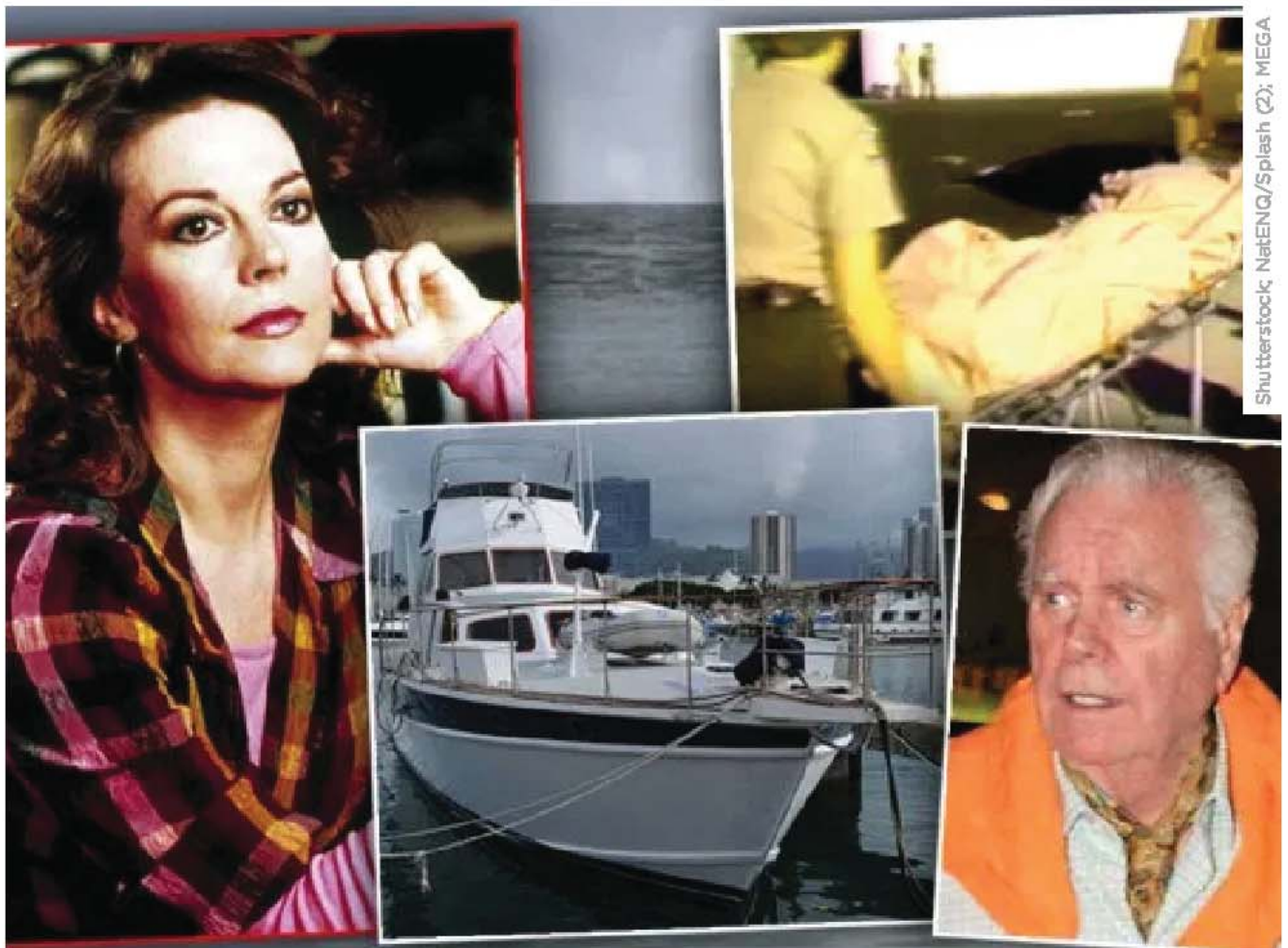


By National ENQUIRER Staff

Nov 19, 2019 @ 13:49PM

0

SHARE



Los Angeles County Sheriff's Department detectives covered up key evidence in **Natalie Wood's** death — and allegedly let her hubby **Robert Wagner** get away with murder!

**NATIONAL  
ENQUIRER****ROYAL SCANDALS O.J. SIMPSON**

Photo: C. Barham/Shutterstock

That's the blockbuster claim of an eyewitness on the 38th anniversary of the tragedy — as the mystery behind the *West Side Story* beauty's final moments remains unsolved!

#### Trending Articles

**NATIONAL**

**MORE STORIES FROM THE NATIONAL ENQUIRER**  
Click to view the story in a new tab

  
**NATIONAL  
ENQUIRER**



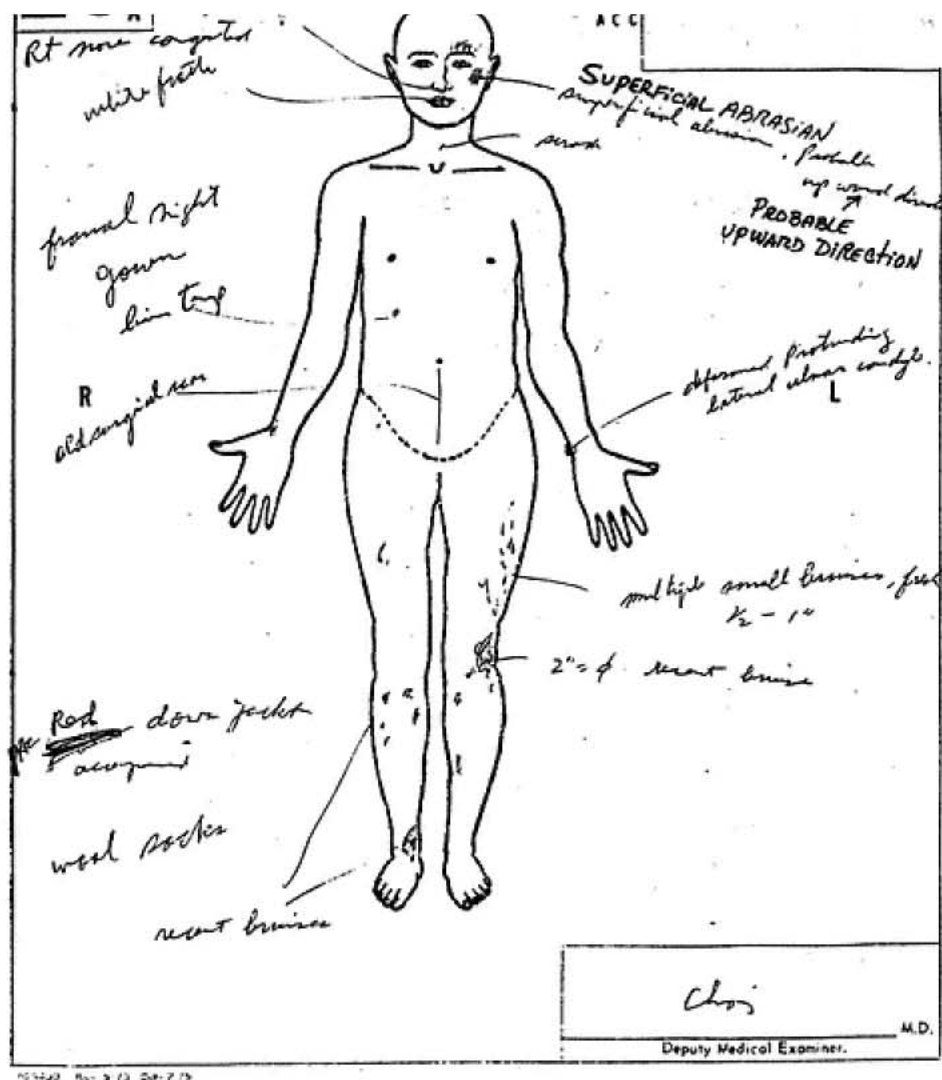
reported signs of a violent brawl between the A-list actor and his wife's master bedroom, which could prove the actress's death was no accident!



Photo: NatENQ/Splash

"It looked like a storm went through the room!" Dennis told *The National ENQUIRER*. "There was glass everywhere; a table was broken. But when the detective was questioning me about the room he said, 'So this happened when you were out in the high seas, right?'"

"I thought to myself, 'How the hell does this guy know all the broken glass was caused by high seas when we were moored in the marina!'"



39

Photo: NatNEQ

"Right away I said to myself, 'This guy is in on it! It was a closed case and he was the one that cinched up the whole thing. They're going to let Wagner **get away with it!**'"

Crime scene photographs of the ransacked room aboard the yacht, Splendour — which support Dennis' claim — exist. But the sheriff's department has kept the photos hidden for decades and refused repeated requests to release them to the public.



**NATIONAL  
ENQUIRER****ROYAL SCANDALS O.J. SIMPSON**

Photo: NatENQ

Dennis, 71, has charged he was ordered by Wagner's Mafia-connected lawyer, Paul Ziffren, to forget about the brutal scuffle that erupted shortly before the *Rebel Without a Cause* star mysteriously drowned.

Ziffren was a longtime associate of Sidney "The Fixer" Korshak, an L.A.-based mob attorney who rose to prominence representing the heirs to gangster Al Capone's crime syndicate in Chicago.

### **WORLD EXCLUSIVE! Natalie Wood's Death Yacht Left Ransacked**

Natalie, 43, vanished while she was holidaying off California's Catalina Island with Wagner and actor **Christopher Walken**, her co-star in the film *Brainstorm*.

**NATIONAL  
ENQUIRER****ROYAL SCANDALS O.J. SIMPSON**

Photo: NatENQ/Splash

Wagner, who did not respond to our request for comment, was declared a **"person of interest"** after the L.A. County Coroner's Office changed Natalie's cause of death to "drowning and other undetermined factors" in 2013, sparking a new homicide investigation.

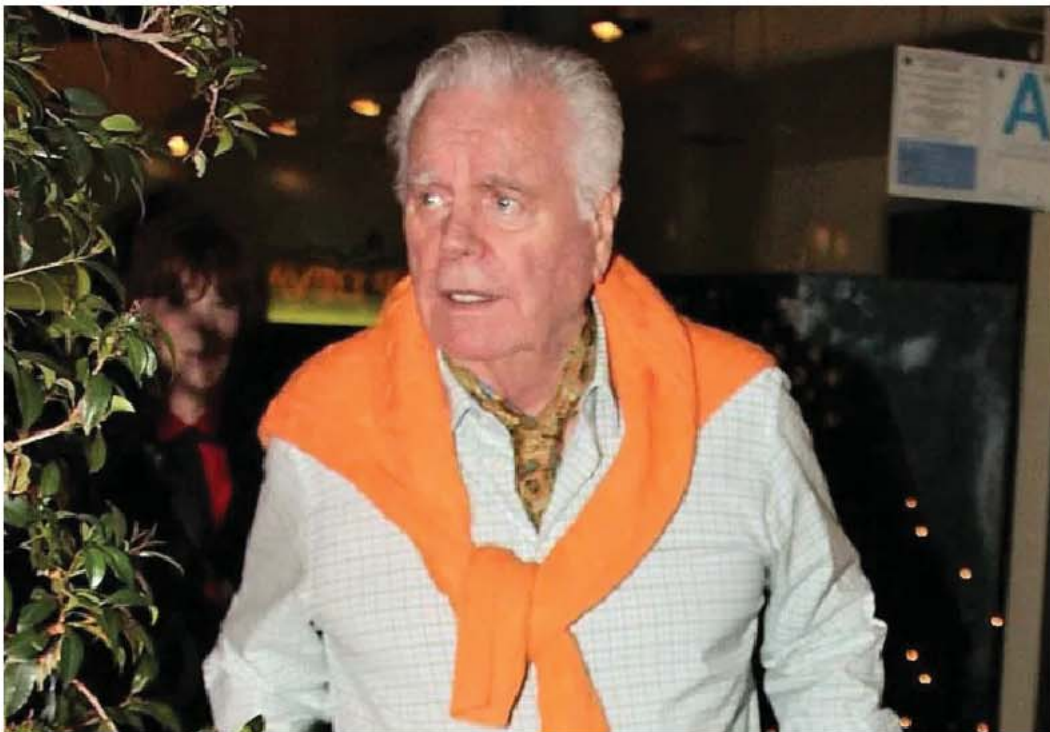


Photo: KAT/MEGA

---

Dennis Davern Natalie Wood Robert Wagner True Crime

---

## COMMENTS

---

National ENQUIRER has affiliate partnerships so we may receive compensation for some links to products and services.

Part of the American Media Entertainment Group.

© 2019 National Enquirer, LLC Powered by BS

[Privacy Policy](#)

[Accessibility Statement](#)

[Terms of Use](#)

[Media Kit](#)



# **EXHIBIT 6**



Recently discovered  
ingredient promotes

# MORE HAIR GROWTH

Advertisement



found in palm fruit, are known as super antioxidants and  
ing positive results in promoting hair growth. They work by  
ation and may allow for better hair growth.

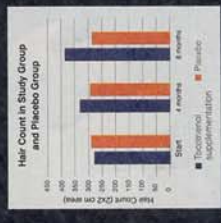
one at the University of Kuala Lumpur in Malaysia have  
results. In fact, the findings have been published in sci-  
to inform health care professionals worldwide, about the  
amazing results.

The US patented tocotrienol complex  
is now available in the US through  
the product Hair Gro<sup>TM</sup>, by New  
Nordic, and sold at most Walgreens  
pharmacies and online.



## STUDY RESULTS

ed an area of the  
beginning of the study,  
the participants on  
supplement had gained  
% more hair or an  
age hair count from 285



Available at participating pharmacies, health food stores and online. For more info or to buy  
directly, please call 1-877-686-6734 or visit our website [www.newnordicusa.com](http://www.newnordicusa.com)  
This product may not be right for you. Always read and follow the label. Results may vary.

- meijer
- amazon.com
- Walmart.com
- jet.com
- Target.com
- Vitacost
- theVitamin Shoppe
- newnordicusa.com
- ONLINE STORE

## HAIR GRO WORKS!



Steffani experienced  
higher-than-usual hair  
loss due to stress. "I was  
concerned as I noticed a dras-  
tic difference in the thickness of  
my hair, so I went looking for help."

"My mother had used New Nordic's hair products with great  
success, and she had seen the new Hair Gro<sup>TM</sup> product in  
stores. I went online and read about how the ingredients were  
clinically shown to promote hair growth. I was excited.

I planned to take Hair Gro for just a few months, but my mother  
reminded me that hair takes a while to react. I'm glad I listened  
to her because after 4-5 months, I started to notice an increase  
in growth and it was easier to grow the hair longer. My friends  
even noticed the difference.

Now I feel so confident and happy about my hair, thanks to Hair  
Gro. I highly recommend this product to anyone with thin hair."

- Steffani T., Ontario



**REAL REASON**  
**MEXICO DRUG**  
**CARTEL KILLED**  
**9 AMERICAN**  
**MORMONS**



**NATALIE WOOD**  
**COPS LET ROBERT**  
**WAGNER WALK!**



**REVEALED AFTER 38 YEARS!**

**NATIONAL**

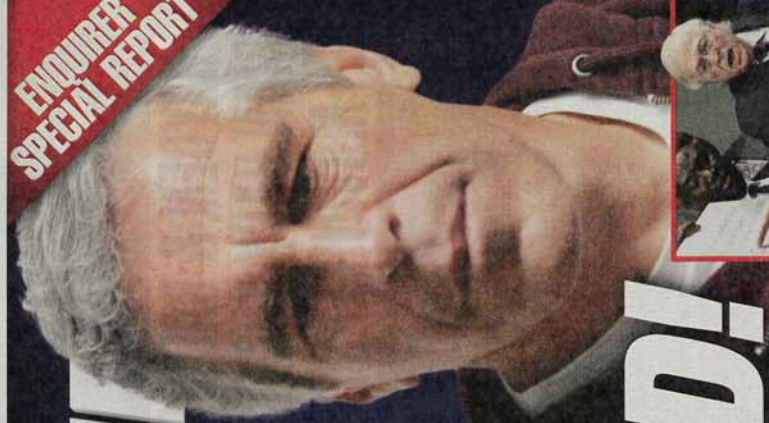
# ENQUIRER

**Sex Scandal Bombshell!**

# JEFFREY EPSTEIN

# EXHAUMED!

**ENQUIRER**  
**SPECIAL REPORT**



**New York coroner**  
**proves MURDER**

**ABC News' secret**  
**VIDEO uncovered**



NOVEMBER 25, 2019



# HOUSEWIFE LAURI A 'WRECK' OVER SON'S JAILHOUSE ATTACK!

When "Real Housewives of Orange County" star Lauri Peterson has confessed she's in an emotional wreck after seeing horrific footage of a house attack on her son,

thankful that he hadn't been has been a concern of his for more than five months now," Lauri Peterson ENQUIRER exclusively. In September, he filed an order for a TRO (temporary restraining order) in federal court protection, as his life was in danger to guards putting him in with "gang members." ... gang members. ... he was accused of attacking an. He's maintained his

Surveillance cameras caught the Oct. 9 attack in the Orange County jail when a heavily tattooed, bare-chested inmate flailed away at Josh with a makeshift weapon fashioned out of razors.

The two men traded blows for more than five minutes before guards intervened, leaving a slashed and battered Josh needing more than 20 stitches! According to Lauri, her son has been repeatedly attacked — by both inmates AND guards — because of his celebrity status!

"Josh has been telling



Josh Waring

The five-minute attack left Josh with severe cuts

me over the last few years that guards have been threatening to kill him and other inmates have attacked him," she said. "To see this actually come to fruition is just horrific for me."



Reality star mom Lauri Peterson



Samantha Mears

placed a machete under his throat!" She then told him to strip and get on the bed, the documents said. Fearing for his life, the victim complied. Then Mears, still brandishing the blade, removed her pants and raped him. Earlier this month, Mears was sentenced to 20 years in the custody of the Montana Department of Public Health & Human Services for the sex attack, with orders she be placed in "an appropriate mental health facility."

## BOOK REVEALS NFL'S HERNANDEZ BRAGGED ABOUT ANOTHER KILLING!

LATE convicted killer and NFL star Aaron Hernandez has been linked to a NEW murder! The disgraced former Super Bowl star who committed suicide in prison was a suspect in a 2012 double homicide and was convicted for the 2013 killing of semi-professional football player Odin Lloyd. But once he was behind bars,



Aaron Hernandez

Hernandez bragged of killing ANOTHER man to his prison lover, investigative journalist Dylan Howard revealed in his latest book, "Aaron Hernandez's Killing Fields."

"He used to tell me he had four murders. Never gave me a name, never," Hernandez's cellmate and boyfriend Kyle Kennedy told Howard. Hernandez had been serving a life sentence for the Lloyd murder when he was found hanging in his cell in 2017. Howard's shocking book is available on Amazon.com. **NE**



Dylan Howard

# Natalie death cover-up bombshell!

## DETECTIVES BURIED EVIDENCE OF BRAWL WITH WAGNER

CRIME SCENE  
PHOTOS LOCKED  
AWAY FOR DECADES

Los Angeles County Sheriff's Department detectives covered up key evidence in Natalie Wood's death — and let her hubby Robert Wagner get away with murder!

That's the blockbuster claim of an eyewitness on the 38th anniversary of the tragedy — as the mystery behind the "West Side Story" beauty's final moments remains unsolved! But according to Dennis Davenport, the captain of Natalie's yacht, cops never reported signs of a violent brawl between the A-list couple in the boat's master bedroom, which could prove the actress's death was no accident!

"It looked like a storm went through the room!" Dennis told The National ENQUIRER. "There was glass everywhere; a table was broken. But when the detective was questioning me about the room he said, 'So this happened when you were out in the high seas, right?'"

"I thought to myself, 'How the hell does this guy know all the broken glass was caused by high seas when we were moored in the marina!'" "Right away I said to myself, 'This guy is in on it! It was a closed case and he was the one that cinched up the



Wagner and Wood fought the night she drowned, according to captain



Dennis Davenport

The actress was found dead on Nov. 29, 1981

whole thing. They're going to let Wagner get away with it!" Crime scene photographs of the ransacked room aboard the yacht, Splendour — which support Dennis's claim — exist. But the sheriff's department has kept the photos hidden for decades and refused repeated requests to release them to the public. Dennis, 71, has charged he was ordered by Wagner's Mafia-connected lawyer, Paul Ziffren, to forget about the brutal scuffle that erupted shortly before the "Rebel Without a Cause" star mysteriously drowned. Ziffren was a longtime associate of Sidney "The Fixer" Korshak, an L.A.-based mob attorney who rose to prominence representing the heirs to gangster Al Capone's crime syndicate in Chicago.

Natalie, 43, vanished while she was holidaying off California's Catalina Island with Wagner and actor Christopher Walken, her co-star in the film "Brainstorm."

Wagner, who did not respond to our request for comment, was declared a "person of interest" after the L.A. County Coroner's Office changed Natalie's cause of death to "drowning and other undetermined factors" in 2013, sparking a new homicide investigation. Wagner's lawyers continue to adamantly deny the former "Hart to Hart" star had any involvement in Natalie's death. **NE**