



Jason C. Berger, Esq.
Direct Dial: [REDACTED]

ATTORNEYS AT LAW
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November 22, 2021

PHILADELPHIA OFFICE:*
The Curtis Center

[REDACTED]
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[REDACTED]
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HARRISBURG OFFICE:*

[REDACTED]
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PITTSBURGH OFFICE:

[REDACTED]
[REDACTED]
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[REDACTED]

WESTERN PA OFFICE:

[REDACTED]
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SCRANTON OFFICE:

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CENTRAL PA OFFICE:

[REDACTED]
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SOUTH NEW JERSEY OFFICE:

[REDACTED]
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NORTH NEW JERSEY OFFICE:

[REDACTED]
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DELAWARE OFFICE:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Via First-Class Mail & Certified Mail
Return Receipt Requested

[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
[REDACTED]

Bravo Media, LLC
d/b/a Bravo TV
A Division of NBCUniversal

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]

NBCUniversal Media, LLC

[REDACTED]
[REDACTED]

Re: Cease and Desist;
Unlawful Use of Tyrone Gilliams Name and Likeness

Dear Gentlepersons:

We are counsel to Mr. Tyrone Gilliams. It has come to our attention that Truly Original, LLC (“Productions”), Bravo Media, LLC and NBCUniversal Media, LLC (collectively the “Network”) have unlawfully used Mr. Gilliams’ name and likeness for commercial purposes in connection with the television program “Real Housewives of Atlanta” (the “Program”), in violation of numerous state and federal laws governing misappropriation and right of publicity.

Specifically, it appears that Productions and the Network have consistently and deliberately used Mr. Gilliams’ name and likeness in connection with the Program for numerous seasons without his permission. Examples of these flagrant violations include, but are not limited to, the following:

- <https://youtu.be/lvZOXzZ2V5Y>
- <https://youtu.be/C4Mfo6xB4Vs>
- <https://youtu.be/cdcIUBtkNQk>
- <https://youtu.be/MEPLt5jC6X4>

Please be aware that at no time has Mr. Gilliams or his agents entered into an agreement with Productions or the Network, or otherwise granted permission to Productions, the Network, or any third-party entity to use his name or likeness in connection with the Program. Furthermore, we are not aware that Productions or the Network made any inquiry or gesture to contact Mr. Gilliams' representatives to obtain such authorization. Accordingly, Productions and the Network have no right to utilize Mr. Gilliams' name, image, likeness, or identity in connection with Program or any so-called "spin off" program that we understand may be contemplated. Absent the express written consent of Mr. Gilliams, the commercial exploitation of the Program (and sale of related products or services) is a blatant and intentional infringement of Mr. Gilliams' right of publicity. Exploitation of Mr. Gilliams' name, likeness and image to promote, advertise and market the Program falsely implies that Mr. Gilliams has granted Productions and the Network certain rights to do so. He has not.

Under Pennsylvania law, which would apply in this case, provides that "[a]ny natural person whose name or likeness has commercial value and is used for any commercial or advertising purpose without the written consent of such natural person or the written consent of any of the parties authorized in subsection (b) may bring an action to enjoin such unauthorized use and to recover damages for any loss or injury sustained by such use." 42 Pa. Cons. Stat. § 8316(a). The statute defines "Name" or "Likeness" as "[a]ny attribute of a natural person that serves to identify that natural person to an ordinary, reasonable viewer or listener, including, but not limited to, name, signature, photograph, image, likeness, voice or a substantially similar imitation of one or more thereof." Id. § 8316(e) (emphasis added). It goes on to note that "Commercial value" means "[v]aluable interest in a natural person's name or likeness that is developed through the investment of time, effort and money." Id.; *see also* *Facenda v. N.F.L. Films, Inc.*, 542 F.3d 1007, 1027 (3d Cir. 2008). Finally, the statute explains that "commercial or advertising purpose" means:

- (1) Except as provided in paragraph (2), the term shall include the public use or holding out of a natural person's name or likeness:
 - (I) on or in connection with the offering for sale or sale of a product, merchandise, goods, services or businesses;
 - (ii) for the purpose of advertising or promoting products, merchandise, goods or services of a business; or
 - (iii) for the purpose of fundraising.

42 Pa. Cons. Stat. § 8316(e).

Further, the statute sets forth remedies and provides that a plaintiff "may bring an action to enjoin such unauthorized publication, printing, display or other public use, and to recover damages for any loss or injury sustained by reason thereof, including an amount which would have been a reasonable royalty, and punitive or exemplary damages." In addition, these infringements of Mr. Gilliams' rights may further constitute a number of violations including unfair competition under the Lanham Act and under state law, misappropriation of his name for commercial purposes, and misrepresentation. The Lanham Act entitles Mr. Gilliams to recover from Productions and the Network any profits derived from unauthorized use of his name and likeness, as well as treble damages and costs incurred in defending Mr. Gilliams' intellectual property rights.

Aside from the flagrant violations against Mr. Gilliams outlined above, it should also be noted that Productions and the Network appear to have engaged (or intend to engage) in an intentional effort to defame and slander Mr. Gilliams name and reputation by exploiting content (or intending to exploit content) to suggest that Mr. Gilliams was involved or associated with a fraud on the United States Government in connection with the Paycheck Protection Program, which is entirely false.


According, on behalf of Mr. Gilliams, we hereby demand that Productions and the Network immediately comply with the following:

1. Cease and desist any and all exploitation of Mr. Gilliams' name and likeness;
2. Remove all programing (and related promotional social media posts) that unlawfully and fraudulently use Mr. Gilliams' name and likeness; and
3. Cease and desist marketing, advertising and exploiting any content that contains Mr. Gilliams' name and likeness.

Please contact us immediately to confirm your compliance with these demands. If we do not hear from you within five (5) business days in an attempt to informally resolve this matter, please be aware that we will take any and all legal action necessary to vindicate Mr. Gilliams' rights currently being violated by Productions and the Network.

Nothing contained in this letter is intended or shall be construed as an admission of any fact, nor a waiver of any of our client's rights, claims or remedies, in connection with this matter or any related matter, all of which are hereby expressly reserved.

Sincerely yours,



JASON C. BERGER

cc: Mr. Tyrone Gilliams (*via email only*)
Allison Emmett, Esq. (*via email only*)