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11 Enterprises, Inc.

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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
15

16 KEVIN HART, an individual; and K. HART
ENTERPRISES, INC., a California
17 corporation,

18 Plaintiff,

19 vs.

20 MIESHA SHAKES, an individual;
LATASHA TRANSRINA KEBE, an
21 individual; KEBE STUDIOS, LLC, a Georgia
limited liability company; and DOES 1
22 through 20, inclusive,

23 Defendants.
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Case No. **23STCV31516**

COMPLAINT FOR:

- 1. **CIVIL EXTORTION**
- 2. **BREACH OF CONTRACT**
- 3. **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**
- 4. **INVASION OF PRIVACY (PUBLIC DISCLOSURE OF PRIVATE FACTS)**
- 5. **DEFAMATION**

resch polster & berger llp

1 Plaintiffs Kevin Hart (“**Hart**”) and K. Hart Enterprises, Inc. (“**KHE**”) (collectively,
2 “**Plaintiffs**”) hereby allege as follows:

3 **PARTIES**

4 1. Hart is a comedian and actor who also is the Chief Executive Officer of KHE and is
5 authorized to act on the company’s behalf.

6 2. KHE is a California corporation engaged in various aspects of the entertainment
7 industry and related business endeavors.

8 3. Plaintiffs are informed and believe, and based thereon allege, that at all times
9 mentioned herein, defendant Miesha Shakes (“**Shakes**”) was and is an individual residing and doing
10 business in Los Angeles County, California. Beginning in or around August 8, 2017, and continuing
11 through October 22, 2020, Shakes was employed with Hartbeat Productions, LLC (“**Hartbeat**”), a
12 KHE predecessor entity, in various capacities, most recently as Hart’s personal assistant.

13 4. Plaintiffs are informed and believe, and based thereon allege, that at all times
14 mentioned herein, defendant Latasha Transrina Kebe (“**Kebe**”) was and is an individual residing in
15 the states of Georgia and Florida who regularly transacts business in the State of California and
16 County of Los Angeles, including in connection with the matters at issue herein.

17 5. Plaintiffs are informed and believe, and based thereon allege, that at all times
18 mentioned herein, defendant Kebe Studios, LLC (“**Kebe Studios**”) was and is a Georgia limited
19 liability company, which regularly transacts business in the State of California and County of Los
20 Angeles, including in connection with the matters at issue herein. Plaintiffs are informed and believe
21 that Kebe is the principal of Kebe Studios, and that Kebe Studios is responsible for content Kebe
22 publishes.

23 6. Plaintiffs are informed and believe, and based thereon allege, that Kebe, through
24 Kebe Studios, operates a website www.tashaklive.com and is active on various social media
25 platforms, including but not limited to Instagram and YouTube, wherein Kebe specializes in posting
26 salacious and unverified “news” (i.e., gossip) about celebrities.

27 7. Kebe has an established history of posting defamatory and otherwise improper
28 content regarding celebrities. For instance, most recently, she was found liable for damages

1 exceeding \$3 million in a defamation lawsuit by the musician Cardi B (*Almazar v. Kebe, et al.* –
2 U.S.D.C. ND GA - Docket No. 1:19-cv-01301-WMR).

3 8. Plaintiffs are unaware of the true names or capacities of the defendants sued herein
4 under the fictitious names DOES 1 through 20, inclusive, and sue said fictitiously named defendants
5 in accordance with California law. Plaintiffs are informed and believe and based thereon allege that
6 at all times herein mentioned DOES 1 through 20 are and were individuals, corporations,
7 associations, or otherwise. Plaintiffs will amend this complaint to allege their true names and
8 capacities when they become known to Plaintiffs. Shakes, Kebe, Kebe Studios, and Does 1 through
9 20 are hereinafter referred to, collectively, as “**Defendants.**”

10 9. Plaintiffs are informed and believes, and base thereon allege, that at all times
11 mentioned herein Defendants, including DOES 1 through 20, were the agents, employees,
12 representatives, fiduciaries, insurers, and/or co-conspirators of each other, and that Defendants were
13 acting within the course and scope of such relationships and are responsible for the acts alleged
14 herein, and, as proximate cause, for Plaintiff's damages.

15 JURISDICTION AND VENUE

16 10. Jurisdiction and Venue are proper in the Los Angeles Superior Court because the
17 Defendants reside in, can be found in, and/or transact business in Los Angeles County; the
18 Defendants' wrongful acts were committed in Los Angeles County; and the amount in controversy
19 in this action exceeds \$25,000.00.

20 FACTS COMMON TO ALL CAUSES OF ACTION

21 11. During the course of her employment with Hart and Hartbeat, Shakes served as
22 Hart's personal assistant. In said capacity, Shakes was privy to certain confidential business and
23 personal information regarding Hart, his family, friends, and associates, various Hartbeat personnel,
24 and employees at other Hart-affiliated companies. As a result, Shakes appeared to be in a position
25 to disseminate or confirm allegations about those persons and entities regardless of their truth or
26 falsity.

27 12. Upon Shakes entering her employment relationship with Hartbeat, Shakes and
28 Hartbeat entered into that certain Confidentiality Agreement dated August 8, 2017 (the

1 “**Confidentiality Agreement**”). A true and correct copy of the Confidentiality Agreement is
2 attached hereto as Exhibit “A.”

3 13. The Confidentiality Agreement defined “Confidential Information” to include the
4 following: “matters concerning the business operations, business ideas, know-how, techniques,
5 methodologies and business relationships of any of the Protected Parties,” with Protected Parties
6 defined to include Hartbeat’s “Owner, its officers, directors, shareholders, clients, family, friends,
7 associates and contractees, including, but not limited to affiliated entities of Owner.” (Exh. A., ¶
8 1(a).)

9 14. The Confidentiality Agreement further provided that Shakes “expressly agrees that
10 Recipient shall not, directly or indirectly, verbally or otherwise, publish, disseminate, disclose, or
11 cause to be published, disseminated or disclosed, (herein ‘disclosure’) any Confidential Information
12 to any person, firm or entity whatsoever.” (Exh. A., ¶ 2(a).)

13 15. On or around October 22, 2020, Shakes, on the one hand, and Hart, on behalf of
14 himself, Hartbeat, and all other Hart-affiliated companies, on the other hand, entered into that certain
15 Mutual Release and Non-Disclosure Agreement dated October 22, 2020 (the “**NDA**”). A true and
16 correct copy of the NDA is attached hereto as Exhibit “B.” The NDA called for Hart to pay Shakes
17 \$30,000 per year for a period of three (3) years, along with other consideration.

18 16. The NDA defines as Confidential Information the following:

19 Private and confidential information which is not generally known to the public
20 or readily ascertainable by proper means by others and is subject to reasonable
21 efforts to maintain its secrecy pertaining to any of the following “**Protected**
22 **Parties**”: Kevin Hart, his affiliated companies (e.g., K. Hart Enterprises, Inc.,
23 KHE Productions, LLC, KHE Digital, LLC, including their officers, directors,
24 and executives), and Kevin Hart’s family members (past, present, and future) and
25 their affiliated entities (including their officers, directors, and executives).

26 (Exh. B, ¶ 1.1.1; emphasis in original.)

27 17. The NDA further provides that:

28 Shakes shall not directly or indirectly disclose, exploit or disseminate

1 Confidential Information to any person or entity whatsoever, including but not
2 limited to friends, family members, journalists, tabloids, television or radio
3 programs, websites, or internet social media (*e.g.*, Facebook, Twitter, Instagram,
4 TikTok, Snapchat, etc.) (all collectively “**Third Parties**”), or threaten to do so.
5 (Exh. B, ¶ 1.2; emphasis in original.)

6 18. Shakes therefore had the duty to preserve the Confidential Information, both as
7 defined in the Confidentiality Agreement and in the NDA, as confidential.

8 19. The NDA included an attorneys’ fee clause providing as follows: “In any proceeding
9 arising out of or related to this Agreement or its enforcement, the prevailing party shall be entitled
10 to recover all of his/her/its reasonable attorneys’ fees, costs and expenses incurred.” (Exh. B, ¶ 2.4.)

11 20. In or around November 2023, Kebe conducted and recorded an interview (the
12 “**Interview**”) with Shakes, wherein Shakes made various statements regarding Hart, his family, and
13 Hartbeat personnel and/or employees of other Hart-affiliated entities. Notwithstanding the truth or
14 falsity of any such statements, Shakes would only have had knowledge regarding such subjects as a
15 result of her employment with Hart and Hartbeat. Such information necessarily would have
16 constituted Confidential Information as defined by the NDA, such as information regarding alleged
17 personal relationships affecting the employment status of personnel at Hart-affiliated companies,
18 and subjects such as Hart’s interactions with his family members.

19 21. The Interview also included false and defamatory statements regarding Hart and
20 certain legal disputes in which he had been involved.

21 22. During the Interview, Kebe asked Shakes whether she was subject to any
22 non-disclosure agreements which would have prohibited her from disclosing the type of information
23 that was the subject of the Interview. Shakes acknowledged that she and Plaintiffs were, in fact,
24 party to the NDA, but claimed that the agreement had unspecified “loopholes” that she apparently
25 contended would enable her to escape the consequences of her brazenly violating her promises to
26 Plaintiffs and the NDA and Confidentiality Agreement’s terms.

27 23. In or around November 2023, an unidentified individual telephoned a Hart
28 representative stating that the individual was affiliated with Kebe, that Kebe had conducted the

1 Interview with Shakes, and that the Interview included information or allegations that the Kebe
2 representative claimed would be damaging to Hart’s reputation. The individual stated that Kebe
3 would publish the Interview unless Hart paid a ransom of \$250,000.

4 24. On or around November 17, 2023, Kebe posted a “teaser” for the Interview on
5 YouTube ([https://www.youtube.com/watch?app=desktop&si=idlZ7VL8n4CYtnXb&v=0hVobt-Y-
6 bQ&feature=youtu.be](https://www.youtube.com/watch?app=desktop&si=idlZ7VL8n4CYtnXb&v=0hVobt-Y-bQ&feature=youtu.be)), wherein she, along with Shakes, touted the supposedly salacious and
7 damaging nature of the Interview. The teaser video clearly was intended as a threat to Hart that the
8 more detailed Interview would be published if the ransom was not paid. The teaser included a
9 statement from Kebe at the 2:06 mark of the video specifically warning that “when you don’t pay,
10 we have to get money by any means necessary.”

11 25. Hart and his representatives contacted the police and did not pay the ransom that
12 Kebe was demanding.

13 26. On or around November 22, 2023, Hart’s attorney Donte Mills wrote to Kebe
14 demanding that she cease and desist all of her legally impermissible actions towards Hart and that
15 she refrain from publishing the Interview. A true and correct copy of that cease and desist letter is
16 attached hereto as Exhibit “C.” In that cease and desist communication, Mr. Mills specifically
17 advised Kebe that Hart had contacted law enforcement about her threats.

18 27. The cease and desist letter also advised Kebe that Hart and Shakes were parties to
19 the NDA, that Shakes’ participation in the Interview was a violation of the NDA, and that Kebe’s
20 publication of the Interview would constitute intentional interference with contractual relations, in
21 addition to the various other criminal and tortious conduct that Kebe had engaged in up to that point.

22 28. On December 22, 2022, Kebe advised Hart’s representatives that she would, in fact,
23 be publishing the Interview. That evening, at approximately 6 p.m. (PST), Kebe published the
24 Interview on her website www.tashaklive.com, specifically at the link
25 <https://www.tashaklive.com/programs/maesha-full-podcast-60270e>, charging viewers a \$12.00 per
26 month subscription fee in order to access and view the Interview.

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FIRST CAUSE OF ACTION

(Civil Extortion - Against all Defendants)

29. Plaintiffs hereby incorporate by reference paragraphs 1 through 28, inclusive, as if fully set forth herein.

30. California courts recognize a private right of action for civil extortion under California Penal Code sections 518 and 519. See, e.g., *Leibman v. Prupes* (C.D. Cal., Mar. 2, 2015, No. 2:14-CV-09003-CAS) 2015 WL 898454, at *16, fn 6; *Monex Deposit Co. v. Gilliam* (C.D. Cal. 2009) 666 F.Supp.2d 1135, 1136–37.

31. The act of contacting an individual and threatening to make public statements about them in order to induce payment of money is extortion pursuant to California Penal Code sections 518 and 519.

32. The statement by Kebe’s representative that the Interview would be published if Hart did not pay constitutes extortion, as defined in California Penal Code sections 518 and 519.

33. As a direct and proximate result of the acts described above, Plaintiffs have been damaged in an amount to be proven at trial.

34. Defendants’ extortionate threats were done with oppression, fraud and malice, with the intention of depriving Plaintiff Hart of his personal liberty, property or legal rights, and otherwise causing injury, and such actions were despicable conduct that subjected Plaintiffs to unjust hardship in conscious disregard of Plaintiffs’ rights, such that Plaintiffs are entitled to recover punitive and exemplary damages, in addition to all actual and statutory damages to which Plaintiffs are entitled, in order to set an example and deter such conduct.

SECOND CAUSE OF ACTION

(Breach of Contract – Against Shakes)

35. Plaintiffs hereby incorporate by reference paragraphs 1 through 34, inclusive, as if fully set forth herein.

36. Plaintiffs and Shakes are parties to the NDA, which is supported by valid consideration, including but not limited to Hart’s payment of \$90,000 to Shakes.

37. Plaintiffs have performed all of the terms, conditions, covenants, and promises

1 required to be performed by them under the NDA, except those terms, conditions, covenants, and
2 promises, if any, which Shakes prevented Plaintiffs from performing.

3 38. Shakes has breached the NDA by disclosing information and/or making allegations
4 that would necessarily entail disclosure of information defined as Confidential Information under
5 the NDA, including statements regarding personnel and employment matters at Hartbeat and/or
6 other Hart-affiliated companies, and statements regarding Hart's interactions with his family
7 members.

8 39. As a direct and proximate result of Shakes' material breaches of the NDA, Plaintiffs
9 have suffered damages, including without limitation in the principal sum of \$90,000 that Hart paid
10 as consideration under the NDA, in addition to further damages in an amount according to proof at
11 trial.

12 **THIRD CAUSE OF ACTION**

13 **(Intentional Interference With Contractual Relations – Against Kebe)**

14 40. Plaintiffs hereby incorporate by reference paragraphs 1 through 39, inclusive, as if
15 fully set forth herein.

16 41. At the time of the Interview, Kebe was aware that Plaintiffs and Shakes were parties
17 to the NDA, with Kebe specifically asking about, and Shakes specifically confirming, that she and
18 Plaintiffs were parties to said agreement.

19 42. After the Interview, Kebe was further advised that Plaintiffs and Shakes were parties
20 to the NDA, that the subject matter of the Interview necessarily constituted "Confidential
21 Information," as defined by the NDA, and that publication of the Interview would constitute
22 interference with the NDA.

23 43. Despite being fully aware of Plaintiffs' contractual relationship with Shakes under
24 the NDA, Kebe published the Interview, after undertaking the independently wrongful conduct of
25 making the extortionate threats described herein.

26 44. As a direct and proximate result of Kebe's conduct, Plaintiffs have suffered damages
27 in an amount according to proof, including without limitation not less than \$90,000 Hart paid as
28 consideration under the NDA, in addition to damages in further amounts according to proof at trial.

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FIFTH CAUSE OF ACTION

(Defamation – Against Defendant Shakes)

52. Plaintiffs hereby incorporate by reference paragraphs 1 through 51, inclusive, as if fully set forth herein.

53. During the Interview, Shakes made a number of statements regarding Plaintiff Hart. Those statements were published on Kebe’s website www.tashaklive.com.

54. Shakes made statements during the Interview that were false, including that Hart recorded a video of a sexual encounter, and that he faced criminal charges regarding that supposed incident.

55. Such statements were defamatory and were not privileged.

56. Such statements had a natural tendency to injure Hart.

57. Shakes’ actions in publishing defamatory statements regarding Hart were done with oppression, fraud and malice, with the intention of depriving Hart of his personal liberty, property or legal rights, and otherwise causing injury, and such actions were despicable conduct that subjected Hart to unjust hardship in conscious disregard of his rights, such that Hart is entitled to recover punitive and exemplary damages, in addition to all actual and statutory damages to which Plaintiffs are entitled, in order to set an example and deter such conduct.

PRAYER

THEREFORE, Plaintiffs pray for judgment against Defendants as follows:

As to First Cause of Action (Extortion):

- 1. For general damages according to proof in excess of the jurisdictional minimum for this Court;
- 2. For compensatory damages according to proof; and
- 3. For punitive damages as allowed by law.

As to Second Cause of Action (Breach of Contract):

- 1. For compensatory damages according to proof, but in an amount not less than \$90,000; and
- 2. For attorney's fees and costs of suit herein.

CONFIDENTIALITY AGREEMENT

~~2016~~²⁰¹⁷ This Confidentiality Agreement ("Agreement") is made and effective 8/8/2017, (the "Effective Date") by and between HartBeat Productions (jointly and severally "Owner") on the one hand, and Mleha Strale ("Recipient") on the other hand.

For other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information.

(a) In the course of Recipient's engagement by one or more of the entities constituting Owner, Owner proposes to disclose certain of its Confidential Information (as defined below) to Recipient. The term "Confidential Information" shall be defined to include, but not be limited to, any and all of the following information and items relating to or concerning Owner, its officers, directors, shareholders, clients, family, friends, associates and contractees, including, but not limited to affiliated entities of Owner, Kevin Hart or Leland Pookey Wigington, or any other companies with which Owner or Mr. Wigington is affiliated (sometimes collectively referred to as the "Protected Parties"): (i) matters concerning the business operations, business ideas, know-how, techniques, methodologies and business relationships of any of the Protected Parties; (ii) data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, letters, memoranda, contracts or other documents or writings pertaining in any way to any of the Protected Parties; (iii) other confidential and/or proprietary information belonging to or licensed to the Protected Parties (including, but is not limited to, trade secrets, inventions, patents, and copyrighted materials); and (iv) any other information disclosed or submitted, orally, in writing or by any other medium, to Recipient by one or more of the Protected Parties.

(b) Confidential Information disclosed orally may be identified as such, but the failure to provide such disclosure shall not mean that the information is not Confidential Information.

(c) Nothing herein shall require the Protected Parties to disclose any of its Confidential Information to Recipient.

(d) Confidential information may be made confidential by law or by the Protected Parties policies, and may be in any form, including, but not limited to, observations, data, written materials, records, documents, drawings, photographs, computer programs, software, inventions, discoveries, improvements, developments, tools, machines, apparatus, appliances, designs, works of authorship, logos, systems, promotional ideas, customer lists, customer needs, practices, pricing information, processes, tests, concepts, formulas, methods, market information, techniques, trade secrets, product and/or research related to the actual or anticipated research developments, products, organizations, marketing, advertising, and/or business or finances of the Protected Parties. The Recipient also understands that access to all Confidential Information is granted on a "need-to-know" basis.

2. Recipient's Obligations.

(a) Recipient expressly agrees that Recipient shall not, directly or indirectly, verbally or otherwise, publish, disseminate, disclose, or cause to be published, disseminated or disclosed, (herein "disclosure") any Confidential Information to any person, firm or entity whatsoever, including, but not limited to, friends, relatives, co-workers, newspapers, publications, television stations, radio stations, computerized web-sites, publishers, or any other enterprise involved in the print or electronic media, including individuals working directly or indirectly for, or on behalf of, any of said entities (herein "Third Parties").

(b) Recipient agrees that the Confidential Information is to be considered confidential and proprietary to the Protected Parties and Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with the Protected Parties, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the Confidential Information received from the Protected Parties to Third Parties except with the specific prior written authorization of one or more of the Protected Parties.

(c) Confidential Information furnished in tangible form shall not be duplicated by Recipient except for purposes of this Agreement. Upon the request of Owner, Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. Any documents or other media developed by the Recipient containing Confidential Information must be destroyed by Recipient, and Recipient shall provide a written certificate to Owner regarding destruction within ten (10) days thereafter

(d) Confidential Information may not be removed from the premises without written permission or electronically submitted outside of the Owner including through social media. Removal without written authorization or use in social media is grounds for immediate termination without notice. Without limiting the foregoing, Recipient shall respect and maintain the confidentiality of all discussions, deliberations, and any other information generated in connection with Owner and Recipient will not post or share information or photos about discussions or business related matters or activities, or online in any form (including but not limited to: email, websites, message boards, blogs, or social networking websites. Recipient will not share any client personal information, content or graphics, on any social media.

(e) Recipient shall not utilize or deal directly or indirectly, interfere with directly or indirectly, circumvent or attempt to circumvent, avoid, by-pass, or obviate Owner or Owner's interests, directly or indirectly, in whole or in part, (through agents, intermediaries or otherwise), with and with respect to Owner's customers, clients, suppliers, distributors, manufacturers, consultants, brokers, employees, for any reason or purpose whatsoever including, without limitation, to change, increase, decrease or avoid directly or indirectly payment of established or to be established fees, commissions, or continuance of pre-established relationships or intervene in non-contracted relationships with manufactures or suppliers or initiate buy/sell relationships, or transactional relationships that by-pass Owner with any corporation, producer, owner, supplier, buyer or individual used, revealed or introduced by Owner to Obligated Party (or vice versa) in connection with any on-going or future transaction.

3. Term. The obligations of Recipient herein shall commence on the Effective Date and Recipient's non-disclosure and other obligations hereunder shall continue in full force and effect indefinitely. Recipient's obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Recipient, nor by the rejection of any agreement between Owner and Recipient, by a trustee of Recipient in bankruptcy, or by the Recipient as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. Other Information. Recipient shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipient; is rightfully received by Recipient without obligations of confidentiality; or is developed by Recipient without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Owner along with the asserted grounds for disclosure.

By signing this agreement the Recipient affirms that Recipient will protect all confidential information, while engaged by the Owner and after the Recipient has completed all services and obligations for the Owner. The Recipient affirms that all confidential information remains the property of the Owner and may not be removed or retained when the Recipient has completed services and obligations except as permitted in writing by the Owner's policies.

5. Property Rights. Recipient acknowledges that the Protected Parties have substantial and valuable property rights and other proprietary interests in the possession, ownership, and use of the Confidential Information. In the event Recipient acquires, creates or obtains any materials by virtue of Recipient's access to Confidential Information, then Recipient agrees and acknowledges that said material shall also be considered Confidential Information that shall be owned solely by Owner.

6. No License. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

7. No Publicity. Recipient agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Owner.

8. Governing Law and Equitable Relief. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of California and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Recipient agrees that in the event of any breach or threatened breach by Recipient, Owner may obtain, in addition to any other legal remedies which

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may be available, such equitable relief as may be necessary to protect Owner against any such breach or threatened breach.

9. No Assignment. Recipient may not assign this Agreement or any interest herein without Owner's express prior written consent.

10. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

11. Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Owner:

HartBeat Productions
15910 Ventura Blvd Suite 1505
Encino, CA
Attn: Pookey Wigington

If to Recipient:

Melina Shalej


12. No Implied Waiver. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

13. Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

14. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

15. Counterparts. This Agreement may be executed in counterparts and when each party has signed and delivered at least one such counterpart to each of the other party, each counterpart shall be deemed an original, and all counterparts taken together shall constitute one and the same agreement, which shall be binding and effective as to all parties. This Agreement may be executed via facsimile signatures, which shall have the same force and effect as if they were original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

HartBe ~~DocuSigned by:~~
By: 
F0810CAC9E954D2...
An authorized signatory

Name: Misha Shale

Signature: 

MUTUAL RELEASE & NON-DISCLOSURE AGREEMENT
THIS AGREEMENT AFFECTS YOUR RIGHTS – READ CAREFULLY BEFORE SIGNING

This Mutual Release & Non-Disclosure Agreement (the “**Agreement**”) is entered into between **Kevin Hart, K. Hart Enterprises, Inc., Hartbeat Productions, LLC, Hartbeat Digital, LLC,** and all other affiliated and related entities owned and/or controlled by Kevin Hart (collectively, “**Hart**”), on the one hand, and **Miesha Shakes (“Shakes”)**, on the other hand. Hart and Shakes shall collectively be referred to herein as the “**Parties**,” and each individually as a “**Party**.”

The Parties agree as follows, in consideration for Hart arranging to provide (i) health insurance coverage to Shakes for a period of thirty-six (36) months; (ii) a severance payment of Thirty Thousand Dollars (\$30,000) per year for a period of three (3) years; and (iii) other good and valuable consideration, including, but not limited to the mutual release of claims, the receipt and sufficiency of which are hereby acknowledged:

1. Protection of Confidential Information.

1.1 Definition of “Confidential Information”. Confidential Information means all of the following, whether intangible or tangible, read, heard, observed, or contained in or comprised of documents, electronic data, emails, “instant,” “direct,” or “text” messages, moving or still images, sounds or audio recordings, or any other recorded medium or format of embodying information or data, whether it is truthful or fictionalized, and whether learned or obtained before, on or after this Agreement’s date:

1.1.1 Private and confidential information which is not generally known to the public or readily ascertainable by proper means by others and is subject to reasonable efforts to maintain its secrecy pertaining to any of the following “**Protected Parties**”: Kevin Hart, his affiliated companies (e.g., K. Hart Enterprises, Inc., Hartbeat Productions, LLC, Hartbeat Digital, LLC, including their officers, directors, and executives), and Kevin Hart’s family members (past, present, and future) and their affiliated entities (including their officers, directors, and executives);

1.1.2 Protected Parties’ proprietary business information, financial or legal matters, actual or potential business or entertainment projects (whether or not produced or completed), creative processes, production methods, and “**Trade Secrets**” (Trade Secrets means information held in confidence and which has economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by others);

1.1.3 Protected Parties’ private or personal conduct, written or verbal communications (including but not limited to text messages, emails, and voicemails), family and home life, health, medical, and sexual information, leisure activities, customs and proclivities, private contact information, security alarm codes, and schedules and itineraries; and

1.1.4 This Agreement, its negotiation, and its terms.

1.2 Agreement Not to Disclose or Use Confidential Information. Shakes shall not directly or indirectly disclose, exploit or disseminate Confidential Information to any person or entity whatsoever, including but not limited to friends, family members, journalists, tabloids, television or radio programs, websites, or internet social media (e.g., Facebook, Twitter, Instagram, TikTok, Snapchat, etc.) (all collectively “**Third Parties**”), or threaten to do so. This applies to all Confidential Information whether truthful, fictionalized, on the record, or “off the record.” Without limiting the foregoing, Shakes specifically agrees not to give any interviews about the Protected Parties or Confidential Information. Confidential Information shall continue to be subject to this Agreement even if it is wrongfully disclosed by Shakes or by Third Parties.

1.3 No Use of Name or Likeness. Shakes shall not directly or indirectly exploit the names, likenesses and/or identities of the Protected Parties to promote, advertise, endorse, or market any services or products of any kind or nature without Hart’s advance written consent.

1.4 No Images and Recordings. Shakes shall not directly or indirectly create, transfer, duplicate, or retain any photographs, moving or still images, sound recordings, or otherwise capture depictions or likenesses of any of the Protected Parties, of Protected Parties’ workplaces or residential locations, or of any Confidential Information (“**Images and Recordings**”). All Images and Recordings directly or indirectly created or retained by Shakes (whether in breach of this Agreement, or at any Protected Parties’ direction, or otherwise) shall be Hart’s sole and exclusive property, and constitute Confidential Information in which Shakes has no legal rights or interest whatsoever, including any copyright, trademark, “moral rights,” or other similar rights, and Shakes conveys, transfers and assigns to Hart all of her rights, title and interest (if any) of whatever kind or nature in all Images and Recordings as of their creation and in perpetuity throughout the world, and this Agreement shall constitute a valid transfer of copyright.

1.5 Permitted Disclosures, Responding to Subpoenas, etc. Shakes may disclose Confidential Information in confidence and pursuant to legal privilege to her attorneys as required for the rendition of their professional services, or as is otherwise required by law. If Shakes is compelled to disclose Confidential Information pursuant to valid legal process (e.g., subpoena), she shall first provide Hart with reasonable advance written notice pursuant to this Agreement's Notice provision. Shakes shall not volunteer to disclose Confidential Information.

2. Remedies for Breach. If Shakes breaches this Agreement or threatens to do so (e.g., conduct by Shakes reflecting an intention to breach), she shall be liable to Hart for all resulting damages, including but not limited to all of the following, all of which shall be cumulative, to be sought pursuant to this Agreement's Mandatory Arbitration provisions:

2.1 Liquidated Damages. Shakes' actual or threatened breach of this Agreement shall cause Hart substantial damages and injury, the precise amount of which would be extremely difficult or impracticable to determine even after the Parties have made a reasonable attempt to do so. Shakes therefore agrees that in addition to Hart's other remedies, Shakes will be obligated to pay Hart the sum of Fifty Thousand Dollars (\$50,000) as a reasonable and fair amount of liquidated damages to compensate Hart for loss or damage resulting from each actual or threatened breach. The Parties agree that this sum bears a reasonable and proximate relationship to the actual damages Hart will suffer from each actual or threatened breach, and that it is not a penalty. Alternatively, Hart shall have the right to seek actual damages according to proof instead of liquidated damages.

2.2 Disgorgement of Ill-gotten Gains. Shakes' actual or threatened breach will obligate her to account to Hart and turn over to Hart all monies, consideration, profits or other benefits Shakes derives from her breach, without prejudice to Hart's other legal or equitable rights or remedies.

2.3 Injunctive Relief. Since Shakes' actual or threatened breach will cause Hart irreparable injury which cannot be adequately compensated by money damages, Hart shall be entitled to obtain temporary, preliminary and permanent injunctive relief to prevent Shakes' breach or further breach ("**Injunctive Relief**"). The balance of potential harm to Shakes arising from Injunctive Relief is substantially outweighed by the substantial harm to Hart resulting from unauthorized dissemination or exploitation of Confidential Information. Shakes agrees that despite the Arbitration provisions below, Hart is entitled to seek Injunctive Relief in any court of competent jurisdiction to prevent Shakes' breach of this Agreement and to secure its enforcement, and that Hart seeking such Injunctive Relief from a judge or court shall not be deemed incompatible with or to constitute a waiver or relinquishment of any Party's right or obligation to arbitrate disputes.

2.4 Attorneys' Fees and Costs. In any proceeding arising out of or related to this Agreement or its enforcement, the prevailing party shall be entitled to recover all of his/her/its reasonable attorneys' fees, costs and expenses incurred.

3. Mandatory Confidential Binding Arbitration of Disputes. The Parties agree that the exclusive manner of resolving any and all future disputes between them of any kind or nature whatsoever, including but not limited to disputes regarding validity, interpretation, enforcement or claimed breach of this Agreement, shall be solely by **MANDATORY BINDING CONFIDENTIAL ARBITRATION**. Arbitration shall be administered by JAMS under the JAMS Comprehensive Arbitration Rules and Procedures ("**JAMS Rules**" available at <http://www.jamsadr.com/>) in Los Angeles, California, heard and decided by one neutral arbitrator ("**Arbitrator**") selected by mutual agreement or JAMS Rules. The Parties have the right to conduct discovery in accordance with California Code of Civil Procedure §1283.05 *et seq.*, and discovery requests and results shall be deemed Confidential Information. Whether a dispute is subject to Arbitration and issues regarding jurisdiction and enforceability of this Agreement shall be determined solely by the Arbitrator and not by any court. The Arbitrator may impose any and all legal and equitable remedies that would be available to any Party before any governmental dispute resolution forum or court of competent jurisdiction. **Arbitration will not apply to any claims necessarily excluded by law.** The prevailing party shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred, to the greatest extent permitted by law. Any papers required to be delivered or served in connection with Arbitration may be sent via this Agreement's Notice provision. The Arbitrator shall issue a written opinion containing his/her factual and legal reasoning. If the prevailing Party files a petition to confirm the Arbitrator's Award and/or if any Party seeks to vacate an Award, any documents filed with any court containing Confidential Information shall be filed under seal to the greatest extent permitted by law in order to maintain confidentiality of Confidential Information. **BY AGREEING TO ARBITRATION, THE PARTIES ARE GIVING UP ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JUDGE OR JURY REGARDING MATTERS REQUIRED TO BE ARBITRATED. THE PARTIES UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THERE IS NO RIGHT TO AN APPEAL OR A REVIEW OF AN ARBITRATOR'S AWARD AS THERE WOULD BE OF A JUDGE OR JURY'S DECISION.**

4. Mutual Release. Except for the obligations arising from this Agreement, the Parties, on behalf of themselves and their heirs, hereby irrevocably, unconditionally and completely

release, discharge and hold each other, and each of their current and former agents, employees, representatives, assigns, predecessors, successors, principals, partners, attorneys, managers, publicity representatives, and insurers, including the Protected Parties, and each of them (collectively, the "Releasees"), harmless from any and all claims, liabilities, suits, causes of action, demands, damages, debts, obligations, controversies, costs, expenses, and judgments, of every kind or character, arising in law or equity, under contract, tort, governmental regulation, state or federal law or statute, that the Parties ever had, now have, or hereafter may have against the Releasees, throughout the world, based upon, or by reason of, in whole or in part, any act or omission to act, transaction, practice, or conduct, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, arising or existing at any time before the execution of this Agreement (the "Released Claims"). The Parties forever waive and relinquish, as to the Released Claims, the provisions, rights and benefits, if any, of California Civil Code section 1542, and all rights and benefits under similar law of any other jurisdiction to the fullest extent that they can be waived. California Civil Code section 1542 provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

5. Miscellaneous. Governing Law: This Agreement shall be governed and construed in accordance with California law, and the Parties agree to submit to jurisdiction in the State of California, County of Los Angeles, to resolve any dispute relating to or arising from this Agreement. **No Waiver:** This constitutes the entire Agreement between the Parties pertaining to its subject matter, and there are no terms other than those it contains. No supplement, modification, waiver or termination shall be valid unless executed in writing after the date hereof. **Severability:** If any provision is invalid or unenforceable the remainder will continue to be valid and performed, construed and enforced to the fullest extent permitted by law, in accordance with the Parties' intent as determined from the face of this Agreement. **No Implied Promises:** The Parties have not made any promises or inducements to persuade one another to execute this Agreement other than its express terms. **Successors, Assigns, Third Party Beneficiaries:** This Agreement inures to the benefit of and is binding upon the Parties' respective heirs, representatives, executors, administrators, successors, trustees in bankruptcy, and assigns. Protected Parties are intended third party beneficiaries of this Agreement with the right to enforce its terms. **Attorneys' Fees:** If any proceeding is brought to enforce or interpret this Agreement or the rights or obligations of any Party, including reliance on this Agreement as an affirmative defense, the prevailing Party shall be entitled to recover as an element of such Party's costs of suit and not as damages all reasonable attorneys' fees, costs and expenses incurred. **Notices:** Any Notice may be sent or served in writing by personal delivery, email, or pre-paid overnight delivery service (e.g., FedEx), sent to Shakes at her address listed below, and to Hart % Andrew B. Brettler, Lavelly & Singer Professional Corp., 2049 Century Park East, Suite 2400, Los Angeles, CA 90067, Email: abrettler@lavellysinger.com. **Knowing and Voluntary Agreement:** Shakes expressly acknowledges reading this Agreement and understanding its terms and that Shakes is entering into it freely and voluntarily, and either consulted with an attorney before signing this Agreement or had the opportunity to do so but voluntarily relinquished that right. **Execution:** This Agreement may be executed in separate counterparts each of which when so executed shall together constitute and be one and the same instrument. A fax, electronic and/or PDF signature or other copy of a signed counterpart shall be deemed an original and have the same force and effect as a signed original.

UNDERSTOOD, ACCEPTED AND AGREED:



Miesha Shakes

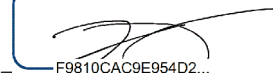
Address: _____
6000 Etiwanda ave apt # 233

Tarzana, CA 91356

Email: Mieshashakes@yahoo.com

Dated: 10/22/2020, 2020

DocuSigned by:



F9810CAC9E954D2...
Kevin Hart, on behalf of himself, the Protected Parties, and all affiliated entities referenced herein

Dated: 10-22-20, 2020



14 Penn Plaza, 21st Floor
New York, NY 10122
(212) 635-2969 phone
(212) 553-2079 fax

Email Address: DMills@MElawNY.com
Website: www.MElawNY.com

November 22, 2023

Sent Via Email

To:

Latasha Transrina Kebe
300 SE 2nd Street, Ste# 600
Ft. Lauderdale, FL 33301

Ms. Kebe,

This office represents Kevin Hart. I am writing regarding your recent and ongoing violations of civil and criminal law, and to demand that you immediately cease and desist all such activity. You have already engaged in criminal conduct and tortious acts that would entitle Mr. Hart to monetary damages against you should he elect to commence civil litigation regarding this matter. To the extent that you do not cease and desist now, your liability for such monetary damages will increase, as will your exposure to criminal penalties.

As you are no doubt aware, recently, someone on Mr. Hart's team was contacted by an unknown individual who indicated that he was affiliated with you and/or your blog(s). This individual working at your direction stated that you would publish a story on social media (the "Story") that you contend would be damaging to Mr. Hart's reputation, unless Mr. Hart pays \$250,000. This, of course, constitutes extortion under Penal Code Section 518, *et seq.* and gives rise to both criminal and civil liability against you and anyone involved in your efforts to extort Mr. Hart. California's extortion law prohibits any attempt to obtain "consideration from another" through "the wrongful use of force or fear." Pen. Code § 518. Your effort to extract payment from Mr. Hart by threatening exposure of information supposedly harmful to him is a textbook example. We have thus contacted the police, and will be following up with law enforcement as we deem appropriate.

We understand the Story to be an interview with Mr. Hart's former assistant Miesha Shakes that supposedly includes scandalous assertions against him (we note that Ms. Shakes has a documented history with law enforcement in matters involving other high profile individuals). In advance of your threatened publication of the Story, you posted a "teaser" with Ms. Shakes on YouTube

(<https://www.youtube.com/watch?app=desktop&si=idlZ7VL8n4CYtnXb&v=0hVobt-Y-bQ&feature=youtu.be>), which clearly was intended as a threat, sending a message to Mr. Hart's team that the more detailed Story would not be published if – and only if – the ransom is paid. Your statement at approximately the 2:06 mark of the teaser video that “when you don't pay, we have to get money by any means necessary” is particularly damning, and leaves no ambiguity that criminal extortion was your intent.

In addition to liability arising from such criminal conduct, the threatened activity would constitute a violation of a non-disclosure agreement between Mr. Hart and Ms. Shakes – that certain Mutual Release and Non-Disclosure Agreement dated October 22, 2020 (the “NDA”), between those individuals. While we do not presently know the specifics of the Story or of Ms. Shakes' assertions, the subject matter of the Story to which the YouTube teaser alludes would necessarily derive from information Ms. Shakes' gained while in Mr. Hart's employ, and thus fall squarely within the NDA's definition of Confidential Information. Any such disclosures from Ms. Shakes in connection with the Story therefore constitute a clear violation of the NDA's terms. To the extent that you were to facilitate such a breach of the NDA by publishing the Story, you would be subject to civil liability for intentional interference with contractual relations, as well as aiding and abetting Ms. Shakes' tortious conduct against Mr. Hart, in addition to direct liability resulting from your own tortious conduct.

We are aware of the fact that you have an established history of posting defamatory and otherwise improper content regarding celebrities and other high-profile individuals. For instance, most recently, you were found liable for civil damages exceeding \$3 million in a defamation lawsuit by the musician Cardi B (*Almazar v. Kebe, et al.* – U.S.D.C. ND GA - Docket No. 1:19-cv-01301-WMR). You and your accomplices' actions with respect to Mr. Hart are more of the same, in addition to being flatly criminal, as set forth above. Your adjudicated history of such misconduct is further evidence of your intent in this case, leaving no doubt as to your liability here.

We also are aware that you have recently filed for bankruptcy protection. You should be advised that under Bankruptcy Code Section 523, debt incurred as a result of a debtor's willful or malicious injury to a creditor, here Mr. Hart, is not subject to discharge. 11 U.S.C. § 523(a)(6). You will thus not be able to evade any liability for monetary damages to Mr. Hart that you incur as a result of the misconduct described herein (which would not constitute dischargeable pre-petition debt in any event).

In light of the foregoing issues, we demand that you immediately cease and desist all activity and public statements relating to the Story and refrain from any publication or threatened release of the Story. Please have your attorneys contact me to discuss this matter in further detail, 646-702-8640.

We note that the foregoing is not an exhaustive recitation of applicable facts and law relevant to this matter, and none of the above constitutes a waiver of any of Mr. Hart's rights or remedies with respect thereto.

Thank you,
Donte Mills
Donte Mills, Esq.

DM/tc