

**IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY,
FLORIDA**

SVITLANA KHRAMTSOVA and
NATALIA KHRYSTENKO,

Plaintiffs,

v.

KATRINA LAVERNE KEARSE,
ANTOINETTE MEDIA LLC, MONAMI
PRODUCTIONS, LLC, SUN MIA, LLC,
and PARAMOUNT GLOBAL, INC.

Defendant.

Case No.

JURY TRIAL DEMANDED

COMPLAINT

Plaintiffs, by and through undersigned counsel, submit this Complaint against Defendants KATRINA LAVERNE KEARSE, ANTOINETTE MEDIA LLC, MONAMI PRODUCTIONS, LLC, SUN MIA, LLC, and PARAMOUNT GLOBAL, INC. As their Complaint, Plaintiffs asserts and alleges as follows:

Introduction

1. This action arises from a television production that went off script. Plaintiffs were extras on an episode of Love & Hip Hop Miami. They were to appear in the background of a scene taking place at a film premier in Miami. Plaintiffs ended up assaulted when Defendant Katrina Laverne Kearse (“Trina”) brawled with another individual appearing on the show.
2. Despite a history of such conduct on the show, Plaintiffs were not warned that there was a danger of physical violence involved with appearing as an extra. The

incident escalated because there were inadequate security measures in place on the set of the production. As a result, Plaintiffs suffered severe and permanent injuries.

Parties and Jurisdiction

3. Plaintiffs are a residents of this County.
4. Defendant Katrina Laverne Kears (‘‘Trina’’) is a resident of this County.
5. Defendant Antoinette Media LLC is a foreign company that conducts business in this County, including the production Love & Hip Hop Miami.
6. Defendant Monami Productions LLC is a foreign company that conducts business in this County, including the production Love & Hip Hop Miami.
7. Defendant Sun MIA LLC is a foreign company that conducts business in this County, including the production Love & Hip Hop Miami.
8. Defendant Paramount Global Inc. is a foreign company that conducts business in this County, including the production Love & Hip Hop Miami through it BET Media Group unit.
9. The amount at issue in this case is greater than \$50,000.00, exclusive of interest, attorneys’ fees and costs.
10. Venue is proper in this Circuit because the conduct at issue occurred in this County and Defendants are present in this Circuit through their business activities, including production of Love & Hip Hop Miami.

Factual Allegations

11. Love & Hip Hop Miami is curated reality show filmed in Miami. The show is curated in that, while lines are not scripted, scenes or events are arranged for the cast to appear at and be filmed.

12. Love & Hip Hop Miami is currently airing its seventh season.

13. Trina is a well-known musical artist. She is one of the primary characters that Love & Hip Hop Miami follows. She has been a cast member since season 1.

14. In prior seasons, Trina and other cast members have engaged, on camera, in volatile confrontations.

15. Defendants Antoinette Media LLC, Monami Productions, LLC, Sun MIA, LLC and Paramount Global, Inc., through its BET Media Group unit, jointly produce Love & Hip Hop Miami. (These Defendants hereinafter will be collectively referred to as the “Producer Defendants.”)

16. The Producer Defendants were aware of Trina’s (and other cast member’s) volatile history in prior seasons. The Producer Defendants are aware that the manner in which the show is curated encourages confrontation from its cast members.

17. In January 2026, during the filming of season 7, Plaintiffs were engaged by the Producer Defendants to appear as extras on Love & Hip Hop Miami. Specifically, Plaintiffs were to appear as attendees at a movie premier at Ironside Miami. The film premier was a curated scene for Love & Hip Hop Miami.

18. During the filming at the Ironside film premier, Trina got into a physical altercation with another cast member or guest. The fight occurred close to where Plaintiffs were located as background attendees of the film opening.

19. Because there was inadequate security, a melee ensued from the altercation involving Trina. During the melee, Trina shoved Plaintiff Svitlana Khramtsova.

20. The melee came in contact with the group of extras that included Plaintiffs. Plaintiffs were suddenly and violently knocked to the ground by this melee. The contact was so violent that Plaintiff Natalia Khrystenko was knocked unconscious.

21. The Producer Defendants never told Plaintiffs the filming would include an altercation or fight of any kind. They were simply told the scene was a film opening.

22. Plaintiffs suffered severe injuries from the incident.

Causes of Action

Count I (Battery Against Trina)

23. Plaintiff incorporates by reference paragraphs 1-through-2 and 11-through-22 above, as if alleged in this Count.

24. Trina intentionally struck and grabbed another cast member. During the ensuing melee, Trina intentionally pushed Plaintiff Svitlana Khramtsova. The melee caused by Trina's actions also came in contact with the group Plaintiffs were standing with and knocked Plaintiffs to ground.

25. Trina's conduct was a battery against Plaintiffs in that she inflicted harmful and intentional contact upon them.

26. Plaintiffs were injured by Trina's battery.

Count II (Negligence Against Trina)

27. Plaintiff incorporates by reference paragraphs 1-through-2 and 11-through-22 above, as if alleged in this Count.

28. Trina owed Plaintiffs and the public at large a duty of care to conduct herself in a safe and reasonable manner and not to engage in violent and dangerous acts in public places.

29. Trina breached her duty of care when she instigated and engaged in a public brawl.

30. Plaintiffs were injured by Trina's breach of her duty of care. Her breach of the duty of care was a proximate cause of Plaintiffs injuries.

Count III (Negligence Against Producer Defendants)

31. Plaintiff incorporates by reference paragraphs 1-through-2 and 11-through-22 above, as if alleged in this Count.

32. The Producer Defendants jointly produce Love & Hip Hop Miami. The Producer Defendants are responsible for all aspects of the production. This includes obtaining the shoot locations, hiring support crews, hiring extras, and ensuring the shoots are safe for all participants and the public.

33. The Produce Defendants engaged Plaintiffs to extras in the Love & Hip Hop Miami shoot at Ironside Miami in January 2026. The Produce Defendants did not in any way suggest the scene would involve violence.

34. The Producer Defendants were aware of Trina's volatile personality and propensity for physical altercations, including incidents in prior seasons.

35. The Producer Defendants owed Plaintiffs a duty of care to ensure the shoot location was safe, including having adequate security.

36. The Producer Defendants breached their duty of care to Plaintiffs by failing to have any security that prevented the altercation, fight, and ensuing melee. The Producer Defendants acted willfully or recklessly in failing to warn Plaintiffs about the potential for physical violence and failing to engage adequate security.

37. Plaintiffs were injured as result of the Producer Defendants breach of their duty of care.

38. That breach of the duty of care was a proximate cause of Plaintiffs injuries.

Count IV (Vicarious Liability Against the Producer Defendants)

39. Plaintiff incorporates by reference paragraphs 1-through-2 and 11-through-22 above, as if alleged in this Count.

40. At all times relevant the incident described above, Trina was in the employ of the Producer Defendants.

41. Trina was acting the scope of her work for the Producer Defendants when she engaged in the altercation, fight and ensuing melee that injured Plaintiffs. The altercation, fight, and melee during filming and was, at least in part, included in the episode.

42. The Producer Defendants are as a matter of law vicariously liable for Trina's intentional and negligent conduct that injured Plaintiffs.

Prayer for Relief

WHEREFORE, Plaintiffs requests that after a trial on the merits, the Court award them:

- A. A judgment declaring Trina battered Plaintiffs;
- B. A judgement declaring Trina and the Producer Defendants were negligent and that negligence was the proximate cause of Plaintiffs' injuries in breach of the insurance contract for partially denying the claim;

- C. A judgment declaring the Producer Defendants are liable for Trina's conduct alleged herein.
- D. A judgment awarding Plaintiffs compensatory damages for their injuries and losses; and
- E. Such other relief that that Court deems proper.

Jury Demand

Plaintiffs demands a jury trial on all issues to which they are so entitled.

Respectfully submitted this 5 day of May 2026.

Respectfully submitted.

<p><u>/s/ Matthew D. Landau</u> Matthew D. Landau Fla. Bar. No. 445967 Paul Kunz Fla. Bar. No. 159492 THE LANDAU LAW GROUP, P.A. 1300 North Federal Highway, Ste. 205 Boca Raton, FL 33432 Phone: (954) 964-0900 matt@thelandaulawgroup.com paul@thelandaulawgroup.com</p>
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Counsel for Plaintiffs