



Michael J. Kump

April 8, 2010

**CONFIDENTIAL COMMUNICATION
VIA E-MAIL, U.S. MAIL AND FACSIMILE**

VH1 Network c/o
Adam Hine, Esq.
MTV Networks

Shed Productions

Re: "Basketball Wives"

Dear Mr. Hine and Shed Productions:

This firm is litigation counsel to Shaquille O'Neal. It has been recently reported on numerous Internet sites and in several newspapers that Shed Productions and VH1 are producing and distributing a television series entitled "Basketball Wives" in which Shaunie O'Neal will appear as a cast member. The New York Post reports on today's date that "[t]he series was put together by Shaunie O'Neal while she was divorcing pro basketball star Shaquille O'Neal, so there is bound to be speculation that this series incorporates an element of televised revenge. It probably does. But it goes beyond just that." (Emphasis added.) As one example, the article reports that "Shaunie organizes a lunch gathering, to which she invites Gloria, one of the other wives. Gloria and Shaunie are okay, except that Shaunie suspects Gloria's sister was sleeping with Shaq, and isn't 100% sure Gloria didn't know about it."

Shaunie O'Neal's participation and portrayal in this television show is a clear breach of a confidentiality provision in an existing agreement (the "Agreement") entered into between her and Mr. O'Neal. Specifically, Paragraph 18.3 of the Agreement prohibits Ms. O'Neal from disclosing or disseminating information to anyone (other than family members or close personal friends) concerning her relationship with Mr. O'Neal. Subsection D of Paragraph 18.3 further provides that Ms. O'Neal may not "[g]ive any interview, write, appear in connection with or assist or cooperate in the presentation of any book, article, interview, program or other production or publication of any kind whatsoever concerning the other party" without prior written consent.

As you may know, California law recognizes a cause of action for intentional inducement of breach of contract, the elements of which are "(1) the existence of a valid

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contract between the plaintiff and a third party; (2) the defendant's knowledge of that contract; (3) the defendant's intentional acts designed to induce a breach or disruption of the contractual relationship; (4) actual breach or disruption of the contractual relationship; and (5) resulting damage [proximately caused by the defendant's acts]. [Citation.]" (*Reeves v. Hanlon* (2004) 33 Cal.4th 1140, 1148.) "Wrongfulness independent of the inducement to breach the contract is not an element of the tort . . ." (*Quelimane Co. v. Stewart Title Guraranty Co.* (1998) 19 Cal.4th 26, 55.) Furthermore, the tort "does not require that the actor's primary purpose be disruption of the contract." (*Id.* at p. 56.) The plaintiff must merely "show the defendant's knowledge that the interference was certain or substantially certain to occur as a result of his or her action. [Citation.]" (*Reeves*, at p. 1148.)

We hereby put VH1 and Shed Productions on formal notice that the production and distribution of episodes of "Basketball Wives" discussing Mr. O'Neal, and any payments to Ms. O'Neal in connection with such episodes, constitutes an actionable inducement to Ms. O'Neal to breach the Agreement. In addition, the airing of any such episodes would constitute an additional intentional inducement to breach the Agreement. Accordingly, we demand that VH1 and Shed Productions refuse to produce any further episodes of "Basketball Wives" which make any reference to Mr. O'Neal. We further demand that VH1 not air any episodes that have already been produced which make reference to Mr. O'Neal.

We ask that you confirm to us in writing no later than 5:00 p.m. on Wednesday, April 14, 2010 that VH1 and Shed Productions will not produce any further episodes of "Basketball Wives" and will not air any existing episodes. Under Paragraph 18 of the Agreement, the parties agreed that the confidential information concerning Mr. O'Neal is of a special and unique character, such that any breach would necessarily result in irreparable injury and entitle the injured party to injunctive relief. Accordingly, absent prompt written assurances from you, we will proceed to seek an injunction to enforce the Agreement.

Further, Mr. O'Neal's right to an injunction does not limit his right to seek damages for a breach of these confidentiality provisions. Because of Mr. O'Neal's unique celebrity status, the publication of personal, sensitive, or disparaging information about him has the potential of causing enormous monetary damages, all of which we will seek to recover from you if these breaches are not resolved. We therefore look forward to and expect your prompt response. This letter does not contain a complete statement of the facts or law and shall not be deemed to waive, release, or otherwise relinquish any rights, remedies, or claims, all of which are expressly reserved.

Sincerely,



Michael J. Kump

cc: Dennis Roach, Esq.