

WRITER'S DIRECT DIAL NO.

WRITER'S EMAIL ADDRESS

October 3, 2025

BY EMAIL AND CERTIFIED MAIL

Thomas K. Richards

Michael A. Trauben

SINGH, SINGH & TRAUBEN, LLP

Re: **Notice of Material Breach**

Dear Messrs. Richards and Trauben:

We write on behalf of our clients Kimberly Kardashian, Kris Jenner, and Kardashian Jenner Productions to provide notice that Willie Ray Norwood, Jr. ("Ray J") materially breached the parties' April 11, 2023 Confidential Settlement Agreement And Mutual General Release (the "Agreement"), which is attached to this letter as Exhibit A.

On or around October 2, 2025, Ray J conducted a public livestream during which he disclosed the existence, terms, and conditions of the Agreement, as expressly prohibited by Paragraph 7 of the Agreement. His breach was unambiguous and intentional. During this livestream, Ray J publicly displayed the text of the Agreement itself and stated, among other things:

You just paid me all this money. You didn't mention that, huh? You didn't mention that. But you also didn't mention that you were supposed to tell Hulu to take that shit down, bro. These bitches already paid me \$5 million dollars, bro. And they tryna like make me a slave, bro. Like I could show you all the dirty stuff they be telling me. This ain't even no money . . . I'm obsessed with you? You're obsessed with me. I got all the proof. This is you telling me please don't tell nobody. You

going to jail. This is bribery. And you keep pressing me every year, and I don't want to take this shit no more. I don't want any fuckin' money . . . The arbitration shit's out the door, bro. What are you doing? This is hush money. From a lie that you created. You went online and said that you didn't do, Kris, you told me what to do. You made me shoot another sex tape with your daughter, and you made me do dirty things, yo . . .

As you know, the Agreement was not “bribery” and our clients did not pay Ray J any “hush money;” any suggestion otherwise would be tantamount to an accusation that you breached your ethical obligations by negotiating and advising Ray J to execute an unlawful agreement. We both know that is not the case. Instead, the settlement was a negotiated and mutual agreement to resolve past claims so that the parties could finally move on and leave the past in the past. But Ray J refuses to abide by the Agreement and cease from recklessly defaming Ms. Kardashian and Ms. Jenner to exploit their prominence for his personal gain. Ray J's October 2 statements materially breached Paragraph 7 of the Agreement. As a result, Ray J must immediately remit \$5 million to Ms. Kardashian and Ms. Jenner, and all remaining payment obligations are now extinguished.

I must also remind you and your client that any public discussion or disclosure of the Agreement—and by extension, this Notice—exposes Ray J to \$1 million in liquidated damages per breach; indirect, consequential, and special damages; and my firm's fees after my clients prevail in arbitration. *See* Agreement, ¶¶ 9, 10, 19. So, before he thinks about making further comments about Ms. Kardashian and Ms. Jenner, your client should understand that his future clout chasing comes with—at minimum—seven-figure consequences.

This letter serves as notice that Ray J breached Paragraph 7, among others, and that Ms. Kardashian, Ms. Jenner, and Kardashian Jenner Productions will file a demand for Arbitration pursuant to Paragraphs 9 and 17. This letter is not intended as a recitation of all conduct in violation of the Agreement or the bases for which the October 2, 2025 livestream—or Ray J's recent conduct more generally—violate the Agreement. Ms. Kardashian and Ms. Kardashian may pursue additional claims for breach based on Ray J's troubling public statements and behavior.

We reserve all rights and remedies available under the Agreement and applicable law and waive none. Expect our demand for arbitration shortly.

Sincerely,



Alex Spiro