



April 5, 2022


VIA EMAIL



Platt Cheema Richmond PLLC



Re: Keri Smith / Demand to Cease and Desist

Dear Mr. :

It has recently come to our attention that your client, Ms. Keri Smith, has made, published, and continues to make and publish, numerous false, defamatory, libelous, inaccurate, and/or misleading statements about Unsafe Space LLC and Mr. Carter Laren.

We are in receipt of comments and posts, and affirmations from third parties, that Ms. Smith has made numerous false and defamatory statements about Mr. Laren and Unsafe Space based on wholly unsubstantiated allegations. Ms. Smith has stated, without evidence, that, *inter alia*, Mr. Laren purportedly stole Unsafe Space from Ms. Smith, that Mr. Laren deleted emails allegedly confirming Ms. Smith's ownership of Unsafe Space, and that Mr. Laren requested that she sign an NDA in an attempt to prevent her from revealing these alleged actions.

These statements are completely false, inaccurate, and intentionally misleading. Unsafe Space categorically denies these very serious allegations, which appear only to be asserted to seriously damage its name, reputation, and character. We are certain that Ms. Smith has no evidence to support these false and defamatory allegations, which she will need to defend against the legal actions Unsafe Space intends to bring to clear its name.

As you are well aware, in early 2022, Ms. Smith and Unsafe Space were negotiating her departure from the company when Ms. Smith proposed an agreement containing mutual non-disclosure and non-disparagement clauses not requested by Unsafe Space nor Mr. Laren. Although this agreement had not yet been signed, Unsafe Space operated in good faith by honoring the spirit of that request and refraining from making any public statements regarding the details of Ms. Smith's departure, since neither you nor Ms. Smith indicated that the negotiations had been abandoned. Nevertheless, Ms. Smith began to tell third parties and Unsafe Space affiliates, both privately and in public forums, that Mr. Laren had "stolen" Unsafe Space from her and asked her to sign an NDA, or words of similar effect.

This accusation is wholly untrue. Mr. Laren is the clear founder and majority owner of Unsafe Space. He was the one who created the "Unsafe Space" name, concept, and website in 2018, with the company's roots in Mr. Laren's first line of podcasts under the name "7:51."



Ms. Smith became involved with Unsafe Space after Mr. Laren reached out to her upon reading her essay in which she described herself as a disillusioned former “social justice warrior.” After Ms. Smith performed well as a guest on the Unsafe Space podcast, Mr. Laren and Ms. Smith started to informally co-host other shows within the Unsafe Space umbrella of podcasts, including “Deprogrammed” and eventually “Covfefe Break.”

Mr. Laren wished to formalize the relationship and offered Ms. Smith a ten percent equity interest in the Unsafe Space company, subject to vesting and other terms. Ms. Smith accepted this offer. This arrangement is evidenced by corresponding documents, such as K-1 tax documents sent to Ms. Smith, extemporaneous notes, and drafts of proposed amendments to the Operating Agreement. Ms. Smith’s equity was unaffected by her recent departure from Unsafe Space, but Ms. Smith’s breach of the parties’ agreement and tortious conduct thereafter does impact her equity. To date, Unsafe Space has paid Ms. Smith \$18,000 in cash for her part-time involvement, in addition to paying personal expenses, such as cell phone and Internet, and purchasing a computer and other equipment for Ms. Smith’s use, which remain in her possession. Mr. Laren has received no compensation for his full-time commitment to Unsafe Space, and is indeed owed over \$15,000 by the company.

There is no evidence, nor has any evidence ever existed, that Ms. Smith was potentially entitled to anything other than a maximum of 10% interest discussed above. Nor has Mr. Laren deleted any alleged email from Ms. Smith’s Unsafe Space work email account—a ridiculous allegation considering that Ms. Smith could simply have printed such alleged evidence or forwarded it to her personal email address. The only time Mr. Laren accessed Ms. Smith’s Unsafe Space work email was in his role as Unsafe Space’s information technology manager and to implement an Adobe product upgrade for all Unsafe Space team members to share. Specifically, Mr. Laren used his IT access to manually remove a company credit card linked to Ms. Smith’s email account. The only emails he accessed were those related to the Adobe upgrade. No emails regarding anything else, let alone one supporting Ms. Smith’s claim that Mr. Laren “stole” Unsafe Space from Ms. Smith, were ever viewed or deleted.

Ms. Smith’s actions, at a minimum, give rise to claims including, but not limited to, breach of contract, defamation per se, and trade libel under California law. Unsafe Space will not permit such egregious and wrongful actions to continue unabated. Ms. Smith elected to defame and slander Unsafe Space and Mr. Laren no matter how reasonably foreseeable it was that her actions would result in serious harm to Unsafe Space and Mr. Laren’s name, reputation, and standing in the community, virtually ensuring Ms. Smith’s liability should Unsafe Space file suit against Ms. Smith.

Accordingly, Unsafe Space hereby demands that Ms. Smith, including any and all of her agents and affiliates:

- 1. Immediately retract all defamatory and libelous statements.** Unsafe Space and Mr. Laren demand that Ms. Smith identify to us all third parties she contacted

regarding the false allegations set forth above, and notify those third parties that Ms. Smith retracts all statements and comments made concerning Unsafe Space and Mr. Laren, and publicly apologize to Unsafe Space, Mr. Laren, and any other party affected by the false allegations set forth above.

- 2. Immediately cease and desist from posting, publishing, or broadcasting any further false statements regarding Unsafe Space or Mr. Laren.**
- 3. Provide written assurances.** Unsafe Space and Mr. Laren demand that Ms. Smith confirm to us in writing no later than **5:00 p.m. on April 8, 2022**, that Ms. Smith is in receipt of this letter, identify all third parties and issue retractions as set forth above (noting that we are aware of certain of these third parties), and confirm that Ms. Smith will cease and desist from publishing, broadcasting, or posting any further false or defamatory statements regarding Unsafe Space and Mr. Laren.

The applicable state statutes and California law provide Unsafe Space and Mr. Laren with all necessary legal remedies, including injunctive relief, and monetary and punitive damages necessary to compel Ms. Smith to cease and desist. At this time, we are continuing to assess the damages and our investigation into the matter is ongoing. If Ms. Smith continues to engage in unlawful activities, Unsafe Space and Mr. Laren will have no alternative but to take any and all immediate legal actions necessary against all responsible parties to obtain injunctive relief and to recover the damages it has incurred, and stands to incur, as a result of the foregoing unlawful and wrongful actions.

In light of the impending litigation, Ms. Smith and her agents and accessories are hereby commanded not to further destroy, conceal, or alter any paper or electronic files, and other data generated by and/or stored on their computers and storage media (*e.g.*, hard disks, third party cloud storage and services, backups, other physical media, *etc.*), or any other electronic data, such as voice mail, text messages, or other messaging systems data related to this matter. Because electronic data may be an irreplaceable source of discovery in this matter, it is their duty to preserve all potentially relevant electronic data, and all data must be preserved and maintained in a readily accessible format. The failure to comply with this notice can result in severe sanctions being imposed by a court for spoliation of evidence or potential evidence.

Nothing in this letter constitutes a waiver of any of Unsafe Space or Mr. Laren's rights in law or in equity, all of which are expressly reserved.

Regards,

