**Nathan Woodward, Esq.**

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January 27, 2023

Ape Tank LLC

c/o Zenbusiness Inc.

611 South Dupont Highway, Suite 102

Dover, DE 19901

Frank Kaloshi

10 Stuyvesant Ave.

Lyndhurst, NJ 07071

**RE: FOR SETTLEMENT PURPOSES ONLY**

**Notice to Cease and Desist**

**Our Client: Urbansanity Productions**

Gentlemen:

Please be advised that this law firm has been retained by Urbansanity Productions and its principal, known to you as Ghost (@ghosttrapperUSA) in regard to certain false, defamatory, and malicious statements posted by you about him on Twitter in January 2023. Your actions amount to a concerted effort by the other members of Ape Tank LLC to oust Ghost from his position and to unlawfully take control of his assets using false statements to destroy his reputation and public image. The use of threats, coercion, and harassment to try to intimidate Ghost into silence while you push him out of the business without fair compenstation is extortion under California Penal Code 518, D.C. Code § 22-3251, and New Jersey Statutes § 2C-50-5, among others. These actions also expose you to civil liability for defamation, invasion of privacy, and tortious interference with business relations. We will not hesitate to pursue any legal means available to hold you to account if these actions do not stop.

It is my understanding that the idea for Ape Tank was created by Ghost, including the name, airing the show through the use of Twitter spaces, and many of the other marketing ideas for the show. He took the lead on hiring developers and artists to produce material for the show and was freely encouraged to do so by the remaining members, who wanted limited involvement in off-air development. In 2022, a conversation arose between the five members of Ape Tank LLC--the four of you and my client—regarding the payment of employees and vendors, particularly those he had brought onto the project. The four of you opposed paying those employees and vendors the amounts they had been promised (including some that you had used almost daily for weeks or months) and it became apparent that you intended to freeze my client out of leadership and involvement in the Ape Tank project.

Your actions made clear to Ghost that he needed to protect himself and his assets. In order to do so, he removed the four of you as co-signers on a Gnosis wallet that he had opened and therefore owned, but he distributed the balance of Ethereum in the wallet equally among the four of you. That payment did not take into consideration the dispute over fair compensation for Ghost’s share of the business, let alone his investment in staff payments and marketing efforts that should have been paid back to him. You have falsely stated that my client stole from Ape Tank but what you call “theft” amounted to merely removing your access to his own Gnosis account and paying you fairly out of the joint assets in the account. That false statement sought to portray my client as unethical when in fact he was being frozen out of the business he founded.

In support of your campaign to disparage Ghost in order to take control of the project that he created and largely funded, you have made a number of additional false statements beyond falsely claiming that he stole from Ape Tank:

* You falsely claimed that Ghost was against paying Ape Tank employees when in reality he consistently supported increasing pay to employees, and confusingly also falsely accuse him of “illegally” sending money to the employee when he simply paid her what she was owed.
* You falsely claimed that Ghost had control of a BCS contract in order to portray him as taking additional assets, when in reality the BCS contract was in the control of a previous developer.
* You falsely claimed that Blockchain supported your allegation about the BCS contract when in fact it refuted it.
* You falsely accused him of withholding payment to a “Women’s Charity in East Africa.”
* You supported your false claims about his wanting to pay employees by misrepresenting a joke he made about the cost of emergency birth control as an endorsement of cheap labor.
* You falsely alleged that he neglected a separate project, “Weed Punks,” when in reality he sent a care pack to users at Christmas 2022.
* You falsely alleged that he was suspended from Twitter for abusive tweets or behavior.

These statements are intentionally false, defamatory, malicious, misleading. They have caused considerable emotional and financial harm, and have severely damaged his reputation in his community. Ghost has been fully advised of his legal rights and we will not hesitate to pursue legal action for all of the assets you have misappropriated and all of the harm caused to Ghost by your false statements. Please consider this our good faith attempt to resolve this dispute without resorting to litigation.

Our demands are as follows: **(1) permanently remove and delete all false, damaging, defamatory, or disparaging statements on social media about Ghost; (2) agree, in writing, to refrain from disparaging Ghost in any way in the future; and (3) issue an agreed-upon retraction and apology.**

This demand requires a response no later than **February 3, 2023.** If we have not received a response from you by that date, we will assume you are rejecting our demand and will proceed accordingly. If you have any questions or wish to provide additional information for my review, you can reach me at nwoodward@minclaw.com. If you are represented by counsel, please direct this correspondence to your attorney and request that they contact me right away.

Yours very truly,

*/s/ Nathan Woodward*

Nathan Woodward, Esq.