Sherri Renon
[redacted]

October 18, 2021

Kim Renee Ford Chapman
[redacted]

Ms. Ford Chapman,

You are hereby notified to cease and desist any and all further unlawful defamation, slander, and/or libel with regards to your actions and/or statements relating to your Facebook posts relating to the unsolved homicide of Robert Bruce Hardesty. You have alluded that you know who committed this crime implying in no uncertain terms that it was committed by myself and two other individuals. These statements are both false and misleading with negligent disregard for the truth. Implied defamation occurs where one person/publication/etc. expresses a truth that harms another person's reputation, by implying an untruth. Defamation by implication is premised not on direct statements but on false suggestions, impressions and implications arising from otherwise truthful statements...the language of the communication as a whole [must] be reasonably read both to impart a defamatory inference and to affirmatively suggest that the author intended or endorsed that inference. This is precisely what you have done by your posts.

You are posting these allegations on a social media platform available for public view. As you know I was interviewed and cleared by the police for this crime and it is still unsolved. It is illegal to provide a false statement, whether written or oral, of an individual's character and/or reputation, which consist of any false statements causing harm to a persons reputation and/or character. Your repeated posts alleging that I murdered my ex-husband are causing damage to my reputation, character and name. Your actions are also inflicting emotional distress on me and my family. Facebook is considered a public forum by courts in multiple jurisdictions with no legitimate expectation of privacy, even when the user takes precautions to make the post private.

You have personally posted numerous willfully false statements about me alleging that I was involved in the murder of Bob. Few allegations could cause more detriment to a persons character.

In California, a plaintiff need not show special damages (e.g., damages to the plaintiff's property, business, trade, profession or occupation, including expenditures that resulted from the defamation) if the statement is defamation per se. A statement is defamation per se if it defames the plaintiff on its face, that is, without the need for extrinsic evidence to explain the statement's defamatory nature. See Cal. Civ. Code § 45a; Yow v. National Enquirer, Inc. 550 F.Supp.2d 1179, 1183 (E.D. Cal. 2008). For example, an allegation that the plaintiff is guilty of a crime is defamatory on its face pursuant to Cal. Civil Code § 45a.

You are hereby requested to immediately cease and desist the illegal defamation, slander, and/or libel and within 7 business days, return the signed written assurance below affirming that you will refrain from any further acts of defamation, slander, and/or libel with regards to my character and/or reputation. You must also remove all previous posts from any social media platforms and refrain from further harming my character and reputation in any way, Please return the signed affirmation to the address below.

Failure to comply with this cease and desist request, and/or return of the signed assurance within the stipulated time, will leave me no other alternative but to pursue all available legal remedies, including but not limited to filing a motion for injunctive relief, monetary damages, filing fees, court costs and/or attorney fees. I have already retained counsel and will fight this to the fullest extent of the law to which I am entitled.

Sincerely yours,

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Sherri Renon

I, Kim Renee Ford Chapman, do hereby agree to immediately cease and desist from the defamation of character and/or reputation of Sherri Renon. And in turn, Sherri Renon will release me from suit regarding all acts of defamation, slander, and/or libel relating to this incident. HOWEVER, should I act or behave in such a manner that would result in a breach of this agreement, Sherri Renon will be entitled to filing fees, court costs, and attorney fees in any action which may be filed to enforce this agreement, in addition to any injunctive relief and/or monetary damages that she may have been entitled to had this assurance never been signed.

_____ _____

Kim Ford Chapman Date

Please respond to:
Sherri Renon
[redacted]