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JULY 10, 2009

SMITHDEHN LLP
MR. RUSSEL SMITH, ESQ.
381 PARK AVE SOUTH, SUITE 713
NEW YORK, NY 10016

RE: OLSON V. COHEN ET. AL.
DATE OF INCIDENT: MAY 24, 2007

Dear Mr. Smith:

After further investigation, I offer this letter as a direct response to your letter dated June 5, 2009. Unfortunately, you and Defendants have released this letter to the media (Hollywood Reporter) and in conjunction have made very strong and damaging statements that depict Mrs. Olson's case as "baseless and frivolous." It was my impression that our communications were private and in good faith. Obviously, I was mistaken.

In an effort to get Mrs. Olson to drop the lawsuit, you offered to show Mr. Batt and I a "raw footage video and stated that "the video conclusively demonstrates that the allegations in the complaint are pure fiction." You instructed us to show up in an office in Los Angeles whereby we were stripped of our cell phones, brief cases, and any other objects in our possession. We were taken into a conference room to view the release and the video, without being provided a copy of either, and only allowed to take notes with a notepad and a pen that was provided to us. This video was not authenticated, depicted carefully selected camera angles by Defendants, only had 3 camera angles where there were reportedly 5 cameramen, and my offer to have the video authenticated by an independent source for tampering was rejected.

After viewing the video, as explained in detail below, our position has not changed and we believe Mrs. Olson to have a viable lawsuit according to California Law. To illustrate this position, I will address each of your statements accordingly.

In your statement, "the footage shows that Mrs. Olson never fell to the ground nor was she injured in any way" are misleading. In reading the original complaint carefully, you will see that Mrs. Olson does not allege that she was injured as a result of being battered or falling down because Mr. Cohen pushed her. Regardless of this, you and Defendants have asserted Mrs. Olson was injured as a result of an assault and battery. The complaint clearly identifies that Mrs. Olson was injured as a direct result of being placed in great emotional distress by Mr. Cohen's outrageous conduct, which led her to unconsciousness minutes *after* the altercation began and thereby caused her to sustain brain injury after she struck the floor. In other words, the complaint does not allege that she was injured from

Response Letter to
Russell Smith, Esq. Olson v. Sacha Baron Cohen, et.al.

an assault and battery. Since this incident, she has been unable to walk without the support of a walker or wheelchair (as opposed to your statement that she was “crippled for two years”).

In your statements that Mr. Cohen offered only “light hearted comments that were met with general laughter from the general audience, and even applause” are inaccurate. Mr. Cohen began to speak about “Bruno’s” homosexual activities in a Christian community knowing that it was inappropriate and would cause a disturbance. In fact, the only time the audience applauded was when he was escorted off stage.

If you believe that Mr. Cohen is a “light-hearted” comedian, take a second look at the article dated July 5, 2009, by Michael Granberry/Dallas Morning News (dallasnews.com) entitled “North Texans say Bruno crossed the line with fake talk show,” concerning the talk show incident in Dallas whereby Mr. Cohen inappropriately handled a baby in front of an audience that once again was duped by a fake company and fake talk show. Serious allegations arose against Mr. Cohen and he was reported to the Texas Department of Family and Protective Services concerning this incident. I don’t believe a “light-hearted” comedian would be reported to Child Protective Services.

As reported the Dallas Morning News article, NBC Universal’s production notes that were released admit, “guerrilla-style filmmaking” targeted for the purpose of “exposing shocking hypocrisies of Western culture.” They further admit that *Bruno* is “the gutsiest, craziest and most dangerous comedy to be released in mainstream theaters.” The producers said the risk was to “keep their star and creative force both out of jail and alive until the end of the shoot.” These statements are admissions made by Defendant and in support of Mr. Cohen’s conduct, not only pushes the envelope, but violates the law by using intentional language to elicit the maximum amount of emotional distress from his targets for entertainment and profit thereof.

In your statement regarding Mrs. Olson’s claim of Fraud and Misrepresentation, you stated that “no false statements were made to your clients at any time,” and that this was “another provable false assertion,” I refer you to the very fabric of Mr. Cohen’s film making in “Ali G,” “Borat,” and now “Bruno.” His techniques are clear and consistent. His approach is to deceive his target(s) by claiming that he is a celebrity from another country. His “producers” setup shell companies with fake websites, scout a location beforehand and contact these targets to set a date for filming.

Based upon this deception, on the day of the shoot, his producers place a type of general Consent Agreement in front of the unsuspecting target(s) under duress with the pretence that it is not necessary to read the document, and pay each party a nominal fee. These targets sign this Agreement without any representation and are not provided a copy of the Consent Agreement. After this is set up, Mr. Cohen enters the unconventional “set” with his camera crew and producers to film the reaction of the target(s) in response to his outrageous and offensive conduct once they find out they have been duped.

In Mrs. Olson’s case of filming “Bruno,” this technique was no different. The Bingo hall, United Desert Charities was scouted, the producer in charge contacted (Mrs. Olson, who was likely a target) by facsimile. She was informed that a Film was being made for Discovery Channel or PBS. Mrs. Olson, wanting to attract positive media attention to the charity, graciously accepted to invite Mr. Cohen to entertain the bingo players. She was not made aware of his true intentions. Even a single false representation as to a material fact made with the intent to defraud and relied upon by another party supports an action for fraud. Sears v. Myerson, 106 Cal. App. 220,222-23. All elements to prove

Mr. Cohen's fraudulent misrepresentation of material facts coupled with my Client's justifiable reliance and resulting damages provide the foundation as a matter of law to assert her claims on this basis. Those entities found to support Mr. Cohen's misrepresentations, were named in the complaint because liability is imputed to them as agents of Mr. Cohen.

In regard to question of venue, whereby you state "if you believe the agreements your clients signed will not be enforced, you are mistaken," I turn your attention to California Code of Civil Procedure § 395. In pertinent part,

CCP 395 (a) If the action is for injury to person or personal property or for death from wrongful act or negligence, the superior court in either the county where the injury occurs or the injury causing death occurs or the county where the defendants, or some of them reside at the commencement of the action, is a proper court for the trial of the action.

Based on this controlling statute, we assert our Client's right to bring the action in the Superior Court of Los Angeles County-Lancaster, where the incident occurred.

In regards to Mrs. Olson's signed release barring her not to bring "any claims against anyone associated with the film," I turn your attention to whereby as a matter of public policy in the State of California, no entity or person can waive or release a personal injury claim or liability thereof:

§ 1708. Abstinance from injury Every person is bound, without contract, to abstain from injuring the person or property of another, or infringing upon any of his or her rights. Law imposes obligation that every person is bound without contract to abstain from injuring personal property of another or infringing on any of his rights, and this duty is independent of contract and attaches over and above terms of contract; where defendant's act breaches both this and contractual duty, plaintiff may treat injury as tort or as breach of contract at his election. Estep v. Budger Mfg. Co. (1958, Cal App 4th Dist), 164 Cal App 2d 119, 330 P2d 298

"Even where there is a contractual relationship between the parties, a cause of action in tort may arise out of the negligent manner in which the contractual duty is performed, or out of a failure to perform such duty." citing (Eads v. Marks, 39 Cal.2d 807, 810-811 [249 P.2d 257].) Zurich Ins. Co. v. Kings Industries, Inc., 255 Cal. App. 2d 919

Lastly, your statement, "your clients claims are baseless, and our clients demand that you withdraw the complaint immediately," is hereby denied. Mrs. Olson's claims are outlined and defined by California law. Specifically, the elements of Intentional Infliction of Emotional Distress are clearly defined in Melorch Builders, Inc. v. The Superior Court of San Bernardino, 160 Cal. App. 3d 931 Joseph Girard, v. Stephen Ball 125 Cal. App. 3d 772 are as follows:

"(1) outrageous conduct; (2) intention of causing, or reckless disregard of the probability of causing emotional distress; (3) severe or extreme emotional distress; and (4) actual and proximate causation of the emotional distress by the defendant's outrageous conduct."

In Kim Bro et al., v. Joseph Glaser 22 Cal. App. 4th 1398, Negligent Infliction of Emotional Distress was defined. The court stated in pertinent part, "breach of duty is predicated not on the

foreseeability of emotional distress to the plaintiff but on the level of outrage to which the defendant's conduct has risen.

In Mrs. Olson's claims filed against Mr. Cohen and other Defendants, the elements described in the California cases cited above are imputed to those who knew and supported, either financially or in concert, the offending conduct.

Based on the limited information we received by attending the controlled footage we were shown and reserving our Client's right to reassert any well founded claim, we have amended the complaint to exclude the assault and battery at this time as it is not the major issue in this lawsuit. As requested previously, we reserve our right to authenticate any footage from the date of this incident and request that all footage be maintained and kept safe for time of trial. Please advise us if you will accept service on Defendant's behalf.

Very truly yours,
MADSION LAW GROUP

Kyle K. Madison, Esq.
Walter B. Batt, Esq.