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June 5, 2009

BY EMAIL ATTACHMENT

Kyle K. Madison, Esq.  
Madison Law Group  
Walter B. Batt, Esq.  
Law Office of Walter B. Batt  
9000 West Sunset Boulevard  
Suite 704  
Los Angeles, California 90069

Re: *Richelle Olson et al v. Sacha Baron Cohen et al*

Mr. Madison and Mr. Batt:

**The Hollywood Reporter**

We are production counsel for "Bruno" (the "Film"). I am writing with reference to the complaint you filed against our clients nearly two weeks ago in the Los Angeles County Superior Court on behalf of Richelle and Lance Olson. Interestingly, although you have generated over 15,000 media articles regarding the complaint, you have not served it upon any of the defendants. Nor have you ever provided us with even so much as a letter or a phone call regarding your clients' alleged claims. This, despite Ms. Olson's claim in particular that she has been crippled for two years as a result of the alleged incident. Our clients learned of the alleged claims only from press reports this week.

Your clients' claims are demonstrably and ludicrously false. This is proven beyond any doubt by the actual unedited and unaltered film footage of the entire alleged encounter between your clients and Mr. Baron Cohen (and his production crew). If a photograph is worth a thousand words, this film footage is a reference library. It conclusively demonstrates that the allegations in the complaint are pure fiction.

For example, although your clients allege in their complaint that Mr. Baron Cohen "pushed and battered [Ms.] Olson, causing her to fall to the ground," the actual footage demonstrates that Mr. Baron Cohen never touched Ms. Olson, much less assaulted her. To the contrary, Ms. Olson assaulted Mr. Baron Cohen, grabbing his arms from behind and attempting to pull him out of a chair. The footage shows that Ms. Olson never "fell to the ground," nor was she injured in any way.

Kyle K. Madison, Esq.

Walter B. Batt, Esq.

June 5, 2009

Page 2 of 4

Your clients further allege that “simultaneously, as Defendant Sacha Baron Cohen battered [Ms.] Olson, Defendants ordered three cameramen and two sound employees to rush the stage, where Defendants attacked [Ms.] Olson for a period of one to five minutes, to intentionally create a dramatic response by [Ms.] Olson, while Defendants recorded her humiliation and embarrassment.” Putting aside the impossibility of a camera crew physically attacking Ms. Olson while at the same time filming her, the actual footage reveals that the number of crew members and other persons who attacked your client is zero. The footage reveals that your client’s allegations are a complete fabrication. No one attacked Ms. Olson at any time, or in any manner.

Your clients also allege that Mr. Baron Cohen used “vulgar and offensive language over the loud speakers of the bingo hall,” that “the bingo players are predominantly elderly,” and that they “felt violated.” To the contrary, the unedited footage shows that Mr. Cohen used no such language at any time. The footage shows that most of the bingo players were relatively young (like the plaintiffs), and that Mr. Cohen offered only light-hearted comments that were met with general laughter from the audience, and even applause.

Regarding your clients’ claim that the Film producers tricked them into believing that the Film was being made for “Discovery Channel or PBS,” this is another provably false assertion. It is contradicted not only by common sense (including the fact that those channels do not include programs on the subject of bingo), but also by the written consent agreements that your clients read and signed. In those written consents, your clients expressly agreed that they were “not relying upon any promises or statements made by anyone about the nature of the Film or the identity, behavior, or qualifications of any other Participants, cast members, or other persons involved in the Film.” Moreover, your clients stated in writing that they were “signing th[ese] agreement[s] with no expectations or understandings concerning the conduct, offensive or otherwise, of anyone involved in this Film or present during the making of it,” and your clients “waive[d] any legal claims regarding such conduct.”

As you must be aware, a specific merger or integration clause such as the one in the agreements, by which the contract signor disclaims reliance upon prior representations, bars that party from claiming he or she was defrauded into entering the contract in reliance on those representations. The producers gave your clients every opportunity to negotiate the terms of the agreements, yet after reading the agreements, your clients chose to sign them as drafted.

Accordingly, your clients’ claims of fraud are barred under the governing law of New York State (as well as under California law). See *e.g. Citibank v. Plapinger*, 66 N.Y.2d 90 (1985) (alleged fraudulent inducement fails to vitiate a contract where person claiming he was defrauded has agreed to a *specific* disclaimer of reliance upon oral representations); *Danann Realty Corp. v. Harris*, 5 N.Y.2d 317 (1959) (a specific disclaimer destroys a claim of fraudulent inducement, as the person claiming that he was defrauded has himself been guilty

Kyle K. Madison, Esq.  
Walter B. Batt, Esq.  
June 5, 2009  
Page 3 of 4

of deliberately misrepresenting his true intention); *Cirillo v. Slomin's Inc.*, 768 N.Y.S.2d 759 (S. Ct. Nassau Cty. 2003) (claim of fraudulent inducement fails in the face of a specific disclaimer, particularly where it limits the authority of the agent to make extrinsic representations, putting the plaintiff on notice that the agent's statements cannot be relied upon).

Even if prior representations by the producers were relevant (they are not), it is clear to us, having reviewed the facts, that no false statements were made to your clients at any time. Your clients had every opportunity to ask any further questions in advance of the filming, if they felt the producers had not provided enough information about the star of the Film, the producers, the nature of the Film, or any other subject. Your clients chose not to do so.

Your clients also solemnly agreed in writing "not to bring at any time in the future, any claims against ... anyone associated with the Film, which are related to the Film or its production, or this agreement, including, *but not limited to*, claims involving assertions of... allegedly sexual-oriented or offensive behavior or questioning, ... infliction of emotional distress (whether allegedly intentional or negligent), ... allegedly deceptive business or trade practices, ... or... fraud (such as any alleged deception about the Film or this consent agreement)."

Each of your clients further agreed that he or she "understands that the Producer and its assignees or licensees are relying upon this consent agreement in spending time, money and effort on the Film and [his or her] participation in it, and that the consent agreement, for this and other reasons, cannot be revoked."

Lastly, but without limitation, your clients violated the following provision, to which they also agreed in writing:

Although the Participant agrees not to bring any claim in connection with the Film or its production, if any claim nevertheless is made, the Participant agrees that any such claim must be brought before, and adjudicated by, only a competent court located in the State and County of New York, and governed by the substantive laws of the State of New York.

If you believe the agreements your clients signed will not be enforced, you are mistaken. The agreements contain virtually the same language as the agreements in the various "Borat" litigations, in which courts from California to Alabama to New York repeatedly have enforced those same contractual provisions in the face of claims not as weak as the bogus allegations of your clients.

For all of the above reasons, your clients' claims are baseless, and our clients demand that you withdraw the complaint immediately. If you do not file a voluntary dismissal of the complaint with prejudice, and if you do not do so by this Monday, June 8, our clients will avail themselves of every legal remedy against you and your clients. Such remedies include, but

Kyle K. Madison, Esq.  
Walter B. Batt, Esq.  
June 5, 2009  
Page 4 of 4

are not limited to, a motion for sanctions under California Code of Civil Procedure Section 128, and/or an immediate motion for summary judgment, with court approval. It also has come to our attention that you and your clients are defaming our clients in public. If you and your clients persist with this frivolous lawsuit and related defamation, we will seek fines, damages, and attorneys' fees against you and your clients.

This letter is not a complete statement of our clients' position in this or any other matter, nor does it constitute a waiver or limitation of any of their legal or equitable rights, all of which are expressly reserved.

We look forward to your prompt response, and to the withdrawal of the lawsuit.

Sincerely,



**The Hollywood Reporter.**  
Russell Smith