

From: Michael Horn <michael@theyfly.com>

Date: March 25, 2008 8:08:38 PM PDT

To: Derek Bartholomaus <derek@iigwest.com>, "James Underdown randi@randi.org" <jim@cfiwest.org>, jref@randi.org

Subject: Additionally

Since you have not disputed my recounting of the conditions and circumstances of our first meeting, where you orally expressed your concerns about being "treated fairly" in our film and where I orally assured you that you would be, and which assurances we subsequently put into writing in the Agreement, then we assume that you accept my truthful recounting, especially, that the terms embodied in the Agreement specifically pertained to the Interview process and your portrayal in the Program.

While those terms specifically pertained to our Interview and its inclusion in the Program, they never implicitly, nor explicitly, conveyed any forfeiture of our rights to comment on your expressed positions either in, or subsequent to the release of, the film.

As a matter of fact, the record shows that the only party publishing negative, derogatory, defamatory comments, even including misrepresentations of what is expressed in the film, is you. Even though you have initiated, and refused to retract and apologize for, such defamation, despite repeated our requests that you do so, none of us has acted in a similar manner.

Any and all criticism of, and opinion about, your remarks has been certainly within all appropriate boundaries, as they reflect accurately on your own statements and misstatements, especially those that you've made since the release of the film and those that pertain to your failed attempts to recruit critics from among the persons cited in the film, a ploy that has obviously back-fired on you, which can and should be legitimately pointed out, as I have personally done.

The record shows that the article that is the subject of your complaints was published on February 20, 2008, (see: http://iigwest.com/investigations/meier/emails/20080220_Email.pdf) nearly one month after you began your online publishing of your defamatory and untrue comments about us.

Finally, by acknowledging Vaughn Rees' "an easily duplicated hoax" remarks, and not only failing to repudiate them but perpetuating them in your presentation in the film, you and CFI-West/IIG are guilty of a long-standing, seven-year plus - still ongoing - defamation of the man I represent, Billy Meier.

Please be sure that your retractions and apologies also specifically pertain to this outrage on your part.

Therefore, there is no merit to your claim that the terms of the Agreement were broken by us.

MH