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FILED
LOS ANGELES SUPERIOR COURT

FEB 09 2007

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INITIAL CASE MANAGEMENT REVIEW
AND CONFERENCE

28:45 MAY 30 2007
Dept J

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES - UNLIMITED JURISDICTION

10 JANE DOE,

11 Plaintiff,

12 vs.

13 HOME BOX OFFICE, INC., a
14 Corporation; SACHA BARON COHEN,
15 an individual; DA ALI G. SHOW,
16 a business entity, form unknown;
17 and DOES 1 through 50, inclusive,

18 Defendants.

CASE NO. SC092739

COMPLAINT FOR DAMAGES
FOR:

- 1. LIBEL PER SE;
- 2. SLANDER PER SE;
- 3. INVASION OF PRIVACY (FALSE LIGHT);
- 4. FRAUD;
- 5. BREACH OF CONTRACT;
- 6. NEGLIGENCE;
- 7. NEGLIGENT MISREPRESENTATION;
- 8. NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS;
- 9. REQUEST FOR INJUNCTIVE RELIEF.

19 Plaintiff JANE DOE (hereinafter, "Plaintiff") complains and
20 alleges as follows:

21 GENERAL ALLEGATIONS

22 1. Plaintiff JANE DOE is now, and at all times herein
23 mentioned was, a resident of the State of California. Plaintiff
24 has resided in the State of California for over four and a half
25 (4 1/2) years, and at all times has enjoyed a good reputation
26 both generally and in her occupation.
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1 2. Defendant HOME BOX OFFICE, INC. (hereinafter, "HBO") is,
2 and at all times herein mentioned was, a corporation and, upon
3 information and belief, organized and existing under the laws of
4 the State of California. HBO has offices in Santa Monica,
5 California. At all times herein mentioned, HBO was doing
6 business as a television broadcaster and was and now is
7 broadcasting programs throughout the State of California and the
8 entire United States, and worldwide. The programs are seen by a
9 great number of persons throughout California and the United
10 States, and worldwide.

11 3. Defendant SACHA BARON COHEN (hereinafter, "BARON COHEN")
12 an individual, appears on "Da Ali G. Show" in the persona of Ali
13 G., a would-be gangsta rapper, and "interviews" various persons
14 of authority.

15 4. Defendant DA ALI G. SHOW is a business entity, form
16 unknown. It is on this show, aired by defendant HBO, that Sacha
17 Baron Cohen pretends to be a black man who (in the United States
18 at least) delights in inviting unsuspecting well-known public
19 figures (like Gore Vidal, Donald Trump and Marlon Fitzwater) onto
20 his show for the purpose of holding them up to ridicule.

21 5. The true names and capacities, whether individual,
22 corporate, associate, or otherwise, of defendants DOES 1 through
23 50, inclusive, are unknown to Plaintiff. These fictitious
24 defendants are sued herein as DOES 1 through 50, inclusive,
25 pursuant to Section 474 of the California Code of Civil
26 Procedure; Plaintiff is informed and believes and thereon alleges
27 that each fictitious defendant was in some way responsible for,
28

1 participated in or contributed to the matters or things of which
2 Plaintiff complains herein, and in some fashion has legal
3 responsibility therefor; when the exact nature and identity of
4 each such fictitious defendant's responsibility for,
5 participation in, and contribution to the matters and things
6 herein alleged are ascertained by Plaintiff, Plaintiff will seek
7 leave to amend this complaint and all proceedings herein to set
8 forth the same.

9 6. At all times herein mentioned, each of the individual
10 defendants were the agents, servants, employees, and supervisory
11 personnel of each of the other defendants, and each was at all
12 times acting within the purpose and scope of said agency and
13 employment, and with the knowledge and consent and permission of
14 defendants HBO, BARON COHEN, and DA ALI G. SHOW; and each
15 defendant herein has ratified and approved the acts of the other
16 defendants herein; and further, each and every defendant, when
17 acting as a principal, was negligent in the selection and hiring
18 of each and every defendant as the agent, servant, or employee.

19 7. Plaintiff JANE DOE was born in England and lived there
20 until July 2002, when she arrived in the United States.
21 She is presently employed and interacts with many professional
22 people and with the media in the course of performing her duties
23 for her employer.

24 8. In England, Plaintiff was a member of a Jewish youth
25 group called Habonim. In 1987, Habonim sponsored a group visit
26 to Israel for summer 1987. Plaintiff signed up. It was during
27 this visit that Plaintiff first met BARON COHEN, who had also

1 signed up for the visit to Israel. Plaintiff had never met BARON
2 COHEN before this, because she lived in Leeds in northern England
3 and BARON COHEN lived in north London. Habonim brought young
4 Jewish people together for the trip from different parts of the
5 United Kingdom.

6 9. Plaintiff and BARON COHEN were part of a group of about
7 40 young people. During the time that they and the other group
8 members were in Israel, Plaintiff and BARON COHEN spoke and went
9 on trips with the other group members. Plaintiff and BARON COHEN
10 never engaged in any sexual activity.

11 10. After the Habonim group tour, people on the tour
12 maintained friendships, but over time they went their separate
13 ways, including Plaintiff and BARON COHEN. Plaintiff noticed
14 BARON COHEN's rise on television as a comedian as much as an
15 average member of the general public. She never contacted him,
16 nor did he contact her.

17 11. On August 15, 2004, in a broadcast that occurred at about
18 10:30 p.m., defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES
19 1 through 50, inclusive, broadcast or caused to be broadcast a
20 certain publication during DA ALI G. SHOW. The words were spoken
21 by defendant BARON COHEN.

22 12. On August 16, 2004, Plaintiff learned from friends that
23 BARON COHEN had mentioned her by name during "Da Ali G. Show,"
24 which first aired on HBO on August 15, 2004. Particularly, the
25 offending segment occurred during the interview with Mr. Gore
26 Vidal. During the interview, while BARON COHEN and Mr. Vidal
27 were discussing the Constitution and Amendments thereto, BARON
28

1 COHEN referred to Plaintiff in various ways, such as describing
2 her as a "bitch" that he "used to go out with." BARON COHEN also
3 referred to getting Plaintiff pregnant and spoke about her using
4 extremely derogatory slang.

5 13. The exact words uttered by BARON COHEN during the segment
6 are as follows: "Ain't it better sometimes, to get rid of the
7 whole thing rather than amend it (the constitution) cos like me
8 used to go out with this bitch called Heddi Cundle and she used
9 to always trying amend herself. Y'know, get her hair done in
10 highlights, get like tattoo done on her batty crease, y'know have
11 the whole thing shaved - very nice but it didn't make any more
12 difference. She was still a minger and so, y'know me had enough
13 and once me got her pregnant me said alright, later, that is it.
14 Ain't it the same with the constitution?"

15 14. None of the statements made by BARON COHEN are true.
16 Nevertheless, between August 15, 2004 and August 23, 2004, the
17 segment was aired in full on at least twenty one (21) separate
18 occasions. It was aired even though Plaintiff's counsel asked
19 HBO to stop airing the show.

20 15. A "Settlement Agreement and Release" ("the Settlement")
21 was signed by Plaintiff and HBO on November 17, 2004 and November
22 23, 2004, respectively, a copy of which is attached hereto as
23 Exhibit "1." The last sentence of Paragraph 3 (on page 2)
24 states: "nothing in this Agreement shall be deemed to prevent or
25 otherwise restrict the Releasers from bringing an action for
26 breach of this Agreement."
27
28

1 16. Paragraph 6 contains a representation by HBO that it has
2 edited the Program to ensure that Plaintiff's name would be
3 inaudible in any future global broadcasts (including syndication
4 and home entertainment). As part of the Settlement, HBO gave
5 Plaintiff an edited version of the broadcast, which HBO promised
6 would be the only version that would be used globally for all
7 viewing purposes.

8 17. Nevertheless, on December 18, 2005, Plaintiff discovered
9 that the offending material had been aired just before then by
10 Comcast, in full and unedited.

11 18. A "Settlement Agreement and Release" ("the Settlement")
12 was signed by Plaintiff and HBO on November 10, 2006 and November
13 22, 2006, respectively, a copy of which is attached hereto as
14 Exhibit "2." The last sentence of Paragraph 3 (on page 2)
15 states: "nothing in this Agreement shall be deemed to prevent or
16 otherwise restrict the Releasers from bringing an action for
17 breach of this Agreement."

18 19. Paragraph 6 contains a representation by HBO that it has
19 edited the Program to ensure that Plaintiff's name would be
20 inaudible in any future global broadcasts (including syndication
21 and home entertainment).

22 20. Nevertheless, on January 19, 2007, Plaintiff discovered
23 that a complete and unedited version of the offending material
24 had within the month before that made its way onto the Internet,
25 through YouTube, Inc.

26 21. Plaintiff is informed and believes and thereon alleges
27 that since both the Settlements were signed, the offending
28

1 material has either (1) been made available to other persons or
2 entities who were in a position to air the unedited offending
3 material, and/or (2) that the offending material has been
4 republished, both nationally and internationally, by
5 organizations which are in the business of media transmission,
6 and to whom the original unedited version of the Program was made
7 available and who did air the unedited version.

8 22. Specifically, on or about December 31, 2004, Channel 4
9 television in England (to which HBO had licensed "Da Ali G.
10 Show"), in turn licensed "Da Ali G. Show" to YLE Finnish
11 television. This was after the first settlement agreement in
12 November 2004. The unedited offending material was broadcast in
13 its entirety on YLE Finnish television from summer 2006 until
14 November 2006.

15 23. This occurred even though HBO, starting in January 2006,
16 had on numerous occasions assured Plaintiff that all master air
17 and video copies of the offending material had been altered per
18 the November 2004 settlement, or that only the revised master had
19 been made available; and further represented that since the
20 November 2004 settlement, there were no other public exhibitions
21 or distributions of the segment, inside or outside the United
22 States.

23 24. Plaintiff is further informed and believes and thereon
24 alleges that the offending material has also been aired through
25 other forms of media transmission, including but not limited to
26 syndication, and through the internet, and also on DVD and video.

1 (uttered by BARON COHEN during the segment) are as follows:

2 "Ain't it better sometimes, to get rid of the whole thing rather
3 than amend it (the constitution) cos like me used to go out with
4 this bitch called Heddi Cundle and she used to always trying
5 amend herself. Y'know, get her hair done in highlights, get like
6 tattoo done on her batty crease, y'know have the whole thing
7 shaved - very nice but it didn't make any more difference. She
8 was still a minger and so, y'know me had enough and once me got
9 her pregnant me said alright, later, that is it. Ain't it the
10 same with the constitution?"

11 30. The entire cited segment is false as it pertains to the
12 Plaintiff.

13 31. That part of the segment which refers to the Plaintiff as
14 having been pregnant by BARON COHEN is libelous on its face. It
15 clearly exposes Plaintiff to hatred, contempt, ridicule, and
16 obloquy because it outright imputes unchastity to her, and it
17 describes a sexual relationship with Plaintiff and an assertion
18 of Plaintiff's pregnancy by BARON COHEN as a result of that
19 sexual relationship. Since Plaintiff has no children, the
20 imputation was also there that she had had an abortion.

21 32. The words were heard by numerous persons, including a
22 number who personally knew Plaintiff.

23 33. As a proximate result of the authorship, publication, and
24 republication of the above-described words originally uttered by
25 defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1 through
26 50, inclusive, Plaintiff has suffered a loss of her reputation,

1 stress, worry, and physical pain, humiliation, shame,
2 mortification, and hurt feelings, all to her general damage.

3 34. By reason of her profession and occupation, Plaintiff has
4 always enjoyed a good name and reputation in her profession and
5 occupation. As a further proximate result of the above-described
6 words uttered by defendants HBO, BARON COHEN, DA ALI G. SHOW, and
7 DOES 1 through 50, inclusive, the Plaintiff's profession has been
8 greatly impaired, and Plaintiff has suffered special damages.
9 The exact amount is not known to Plaintiff at this time, and
10 Plaintiff will move to amend this Complaint to state such amount
11 when the same becomes known to her, or on proof thereof.

12 35. As a further direct and proximate result of the wrongful
13 conduct of defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES
14 1 through 50, inclusive, and the disruption caused to Plaintiff's
15 reputation and business, the Plaintiff has sustained substantial
16 compensable losses, including economic losses, and attorney's
17 fees, and has further been caused the loss of other incidental
18 items and out of pocket expenses as alleged herein, all to
19 Plaintiff's damage in an amount according to proof at time of
20 trial.

21 36. The above-described words were authored and originally
22 published by the defendants, and each of them, with hatred or
23 ill-will or with malice, oppression, and fraud, in that the
24 statements were not true and the defendants, and each of them,
25 knew they were not true, or with reckless disregard for whether
26 they were true or not, and thus justifies the awarding of
27 exemplary and punitive damages in an amount to be determined at

1 time of trial. The amount of damages, both general and punitive,
2 is within the jurisdiction of the Superior Court.

3
4 **SECOND CAUSE OF ACTION**

5 **(Slander and Slander per se,**
6 **against all defendants).**

7 37. Plaintiff repeats and realleges paragraphs 1 through 24,
8 inclusive, with the same force and effect as though fully set
9 forth herein.

10 38. Defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1
11 through 50, inclusive, are all original defamers and have all
12 slandered Plaintiff. Defendants HBO and DOES 1 through 10,
13 inclusive, published, circulated and distributed slanderous
14 material and could foresee and had reason to expect that the
15 offending material would be republished by a third party.
16 Defendants HBO and DOES 1 through 10, inclusive, knew of the
17 slanderous nature of the material, or should have known in light
18 of knowledge of facts giving rise to a duty to investigate.

19 39. Defendants BARON COHEN and DOES 11 through 20, inclusive,
20 authored the offending material and caused it to be published,
21 and it was reasonably foreseeable that the offending material
22 would be republished.

23 40. Defendants DA ALI G. SHOW and DOES 21 through 30,
24 inclusive, published, circulated and distributed slanderous
25 material and could foresee and had reason to expect that the
26 offending material would be republished by a third party.
27 Defendants DA ALI G. SHOW and DOES 21 through 30, inclusive, knew

1 of the slanderous nature of the material, or should have known in
2 light of knowledge of facts giving rise to a duty to investigate.

3 41. The exact defamatory spoken words concerning Plaintiff
4 (uttered by BARON COHEN during the segment) are as follows:
5 "Ain't it better sometimes, to get rid of the whole thing rather
6 than amend it (the constitution) cos like me used to go out with
7 this bitch called Heddi Cundle and she used to always trying
8 amend herself. Y'know, get her hair done in highlights, get like
9 tattoo done on her batty crease, y'know have the whole thing
10 shaved - very nice but it didn't make any more difference. She
11 was still a minger and so, y'know me had enough and once me got
12 her pregnant me said alright, later, that is it. Ain't it the
13 same with the constitution?"

14 42. The entire cited segment is false as it pertains to the
15 Plaintiff.

16 43. That part of the segment which refers to the Plaintiff as
17 having been pregnant by BARON COHEN is slanderous per se. It
18 clearly exposes Plaintiff to hatred, contempt, ridicule, and
19 obloquy because it outright imputes unchastity to her, and it
20 describes a sexual relationship with Plaintiff and an assertion
21 of Plaintiff's pregnancy by BARON COHEN as a result of that
22 sexual relationship. Since Plaintiff has no children, the
23 imputation was also there that she had had an abortion.

24 44. The words were heard by numerous persons, including a
25 number who personally knew Plaintiff.

26 45. As a proximate result of the authorship, publication, and
27 republication of the above-described words originally uttered by

1 defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1 through
2 50, inclusive, Plaintiff has suffered a loss of her reputation,
3 stress, worry, and physical pain, humiliation, shame,
4 mortification, and hurt feelings, all to her general damage.

5 46. By reason of her profession and occupation, Plaintiff has
6 always enjoyed a good name and reputation in her profession and
7 occupation. As a further proximate result of the above-described
8 words uttered by defendants HBO, BARON COHEN, DA ALI G. SHOW, and
9 DOES 1 through 50, inclusive, the Plaintiff's profession has been
10 greatly impaired, and Plaintiff has suffered special damages.
11 The exact amount is not known to Plaintiff at this time, and
12 Plaintiff will move to amend this Complaint to state such amount
13 when the same becomes known to her, or on proof thereof.

14 47. As a further direct and proximate result of the wrongful
15 conduct of defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES
16 1 through 50, inclusive, and the disruption caused to Plaintiff's
17 reputation and business, the Plaintiff has sustained substantial
18 compensable losses, including economic losses, and attorney's
19 fees, and has further been caused the loss of other incidental
20 items and out of pocket expenses as alleged herein, all to
21 Plaintiff's damage in an amount according to proof at time of
22 trial.

23 48. The above-described words were authored and originally
24 published by the defendants, and each of them, with hatred or
25 ill-will or with malice, oppression, and fraud, in that the
26 statements were not true and the defendants, and each of them,
27 knew they were not true, or with reckless disregard for whether

1 they were true or not, and thus justifies the awarding of
2 exemplary and punitive damages in an amount to be determined at
3 time of trial. The amount of damages, both general and punitive,
4 is within the jurisdiction of the Superior Court.

5
6 **THIRD CAUSE OF ACTION**

7 **(Invasion of Privacy - False Light,**
8 **against all defendants).**

9 49. Plaintiff repeats and realleges paragraphs 1 through 24,
10 inclusive, with the same force and effect as though fully set
11 forth herein.

12 50. Defendants HBO and DOES 1 through 10, inclusive,
13 published, circulated and distributed defamatory material and
14 could foresee and had reason to expect that the offending
15 material would be republished by a third party. Defendants HBO
16 and DOES 1 through 10, inclusive, knew of the defamatory nature
17 of the material, or should have known in light of knowledge of
18 facts giving rise to a duty to investigate.

19 51. Defendants BARON COHEN and DOES 11 through 20, inclusive,
20 authored the offending material and caused it to be published,
21 and it was reasonably foreseeable that the offending material
22 would be republished.

23 52. Defendants DA ALI G. SHOW and DOES 21 through 30,
24 inclusive, published, circulated and distributed libelous
25 material and could foresee and had reason to expect that the
26 offending material would be republished by a third party.
27 Defendants DA ALI G. SHOW and DOES 21 through 30, inclusive, knew

1 of the defamatory nature of the material, or should have known in
2 light of knowledge of facts giving rise to a duty to investigate.

3 53. Defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1
4 through 50, inclusive, without Plaintiff's consent, have invaded
5 Plaintiff's right to privacy by identifying her by name and
6 describing her as a bitch and focussing on her personal life and
7 relationships which included a false assertion that she had been
8 pregnant by BARON COHEN. These portrayals were false.

9 54. The statement which is the basis for the invasion of
10 privacy is as follows: "Ain't it better sometimes, to get rid of
11 the whole thing rather than amend it (the constitution) cos like
12 me used to go out with this bitch called Heddi Cundle and she
13 used to always trying amend herself. Y'know, get her hair done
14 in highlights, get like tattoo done on her batty crease, y'know
15 have the whole thing shaved - very nice but it didn't make any
16 more difference. She was still a minger and so, y'know me had
17 enough and once me got her pregnant me said alright, later, that
18 is it. Ain't it the same with the constitution?"

19 55. The words, which were heard by numerous persons, was a
20 public disclosure to a large number of people both within and
21 outside of the United States.

22 56. The defamatory segment of DA ALI G. SHOW placed Plaintiff
23 in a false light in the public eye in that it contained false
24 statements about her personal life and about her personally.

25 57. The publicity created by the defendants, and each of
26 them, was defamatory and objectionable to the Plaintiff and to a
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1 reasonable person of ordinary sensibilities in that it made
2 Plaintiff the object of ridicule and scorn.

3 58. As a proximate result of the invasion of Plaintiff
4 Plaintiff's privacy by reason of the authorship, publication, and
5 republication of the above-described words originally uttered by
6 defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1 through
7 50, inclusive, Plaintiff has suffered a loss of her reputation,
8 stress, worry, and physical pain, humiliation, shame,
9 mortification, and hurt feelings, all to her general damage.

10 59. By reason of her profession and occupation, Plaintiff has
11 always enjoyed a good name and reputation in her profession and
12 occupation. As a further proximate result of the above-described
13 words uttered by defendants HBO, BARON COHEN, DA ALI G. SHOW, and
14 DOES 1 through 50, inclusive, the Plaintiff's profession has been
15 greatly impaired, and Plaintiff has suffered special damages.
16 The exact amount is not known to Plaintiff at this time, and
17 Plaintiff will move to amend this Complaint to state such amount
18 when the same becomes known to her, or on proof thereof.

19 60. As a further direct and proximate result of the wrongful
20 conduct of defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES
21 1 through 50, inclusive, and the disruption caused to Plaintiff's
22 reputation and business, the Plaintiff has sustained substantial
23 compensable losses, including economic losses, and attorney's
24 fees, and has further been caused the loss of other incidental
25 items and out of pocket expenses as alleged herein, all to
26 Plaintiff's damage in an amount according to proof at time of
27 trial.

1 settlement, there were no other public exhibitions or
2 distributions of the segment, inside or outside the United
3 States.

4 65. Plaintiff is informed and believes and thereon alleges
5 that defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1
6 through 50, inclusive, made the promises and representations to
7 Plaintiff knowing them to be untrue, in that defendants, and each
8 of them, did not intend to uphold the promises and
9 representations they made to the Plaintiff. At all times
10 thereafter, the defendants, and each of them, concealed from the
11 Plaintiff the lack of information and the consequent inability to
12 make good on their promises and representations.

13 66. These representations were made by the defendants, and
14 each of them, with the intent to induce the Plaintiff to sign the
15 Settlement Agreements so that the imminent threat of a lawsuit
16 would be removed.

17 67. The Plaintiff, at the time these representations were
18 made by the defendants, and each of them, and at the time she
19 signed the Settlement Agreements, was ignorant of the falsity of
20 the representations of the defendants, and each of them, and
21 believed them to be true. In reliance on these representations,
22 Plaintiff was induced to and did sign the Settlement Agreements.

23 68. As a proximate result of the fraud and deceit of the
24 defendants, and each of them, and the facts herein alleged, and
25 the disruption caused to Plaintiff's reputation and business, the
26 Plaintiff has sustained substantial compensable losses, including
27 economic losses, and attorney's fees, and has further been caused

1 the loss of other incidental items and out of pocket expenses as
2 alleged herein, all to Plaintiff's damage in an amount according
3 to proof at time of trial.

4 69. The acts of the defendants, and each of them, were done
5 with the conscious disregard of the Plaintiff's rights, with the
6 intent to injure the Plaintiff and to deprive her of property or
7 legal rights or to otherwise cause injury to the Plaintiff, such
8 as to constitute oppression, fraud or malice under California
9 Civil Code, Section 3294, entitling the Plaintiff to exemplary
10 and punitive damages, in an amount to be determined at time of
11 trial.

12
13 **FIFTH CAUSE OF ACTION**

14 **(Breach of Contract, against all defendants).**

15 70. Plaintiff repeats and realleges paragraphs 1 through 24,
16 inclusive, with the same force and effect as though fully set
17 forth herein.

18 71. In November 2004, at the time of the first Settlement,
19 and again in November 2006, at the time of the second Settlement,
20 defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1 through
21 50, inclusive, falsely and fraudulently represented to the
22 Plaintiff that they had edited the Program to ensure that the
23 Plaintiff's name would be inaudible in any future global
24 broadcasts (including syndication and home entertainment).

25 72. Plaintiff has performed all conditions, covenants and
26 promises required by her on her part to be performed in
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1 accordance with the conditions and terms of the Settlements,
2 except such as were excused by reason of the breach and
3 repudiation thereof by the defendants, and each of them.

4 73. As a result of the foregoing breach of contract with
5 Plaintiff, defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES
6 1 through 50, inclusive, caused Plaintiff to suffer a loss of her
7 reputation, stress, worry, and physical pain, humiliation, shame,
8 mortification, and hurt feelings, and to be subjected to ridicule
9 and scorn, and (upon information and belief) has caused her
10 profession to be greatly impaired, all to her general damage.

11 74. As a proximate result of the above-described breach of
12 contract by defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES
13 1 through 50, inclusive, Plaintiff has been damaged. The exact
14 amount is not known to Plaintiff at this time, and Plaintiff will
15 amend this Complaint to state such amount when the same becomes
16 known to her, or on proof thereof. The amount of damages exceeds
17 the jurisdictional minimum of this Court.

18 75. As a further direct and proximate result of the wrongful
19 conduct of defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES
20 1 through 50, inclusive, and the disruption caused to Plaintiff's
21 reputation and business, the Plaintiff has sustained substantial
22 compensable losses, including economic losses, and attorney's
23 fees, and has further been caused the loss of other incidental
24 items and out of pocket expenses as alleged herein, all to
25 Plaintiff's damage in an amount according to proof at time of
26 trial.

1 80. Defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1
2 through 50, inclusive, were negligent. With ordinary or
3 reasonable care, the defendants, and each of them, could have
4 ensured that only the edited version of the broadcast would be
5 aired.

6 81. Furthermore, the defendants, and each of them, allowed
7 the defamatory words spoken by BARON COHEN to be broadcast after
8 the Settlement Agreements. The defendants, and each of them,
9 knew they were false, and acted with recklessness.

10 82. As a result of the foregoing wrongful actions against
11 Plaintiff, defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES
12 1 through 50, inclusive, caused Plaintiff to suffer a loss of her
13 reputation, stress, worry, and physical pain, humiliation, shame,
14 mortification, and hurt feelings, and to be subjected to ridicule
15 and scorn, and (upon information and belief) has caused her
16 profession to be greatly impaired, all to her general damage.

17 83. As a proximate result of the above-described actions of
18 defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1 through
19 50, inclusive, Plaintiff has been damaged. The exact amount is
20 not known to Plaintiff at this time, and Plaintiff will amend
21 this Complaint to state such amount when the same becomes known
22 to her, or on proof thereof. The amount of damages exceeds the
23 jurisdictional minimum of this Court.

24 84. As a further direct and proximate result of the wrongful
25 conduct of defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES
26 1 through 50, inclusive, and the disruption caused to Plaintiff's
27 reputation and business, the Plaintiff has sustained substantial

1 compensable losses, including economic losses, and attorney's
2 fees, and has further been caused the loss of other incidental
3 items and out of pocket expenses as alleged herein, all to
4 Plaintiff's damage in an amount according to proof at time of
5 trial.

6
7 **SEVENTH CAUSE OF ACTION**

8 (Negligent Misrepresentation, against all defendants).

9 85. Plaintiff repeats and realleges paragraphs 1 through 24,
10 inclusive, with the same force and effect as though fully set
11 forth herein.

12 86. Starting in January 2006, and on numerous occasions
13 thereafter, defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES
14 1 through 50, inclusive, represented to the Plaintiff that all
15 master air and video copies of the offending material had been
16 altered per the November 2004 settlement, or that only the
17 revised master had been made available; and further represented
18 that since the November 2004 settlement, there were no other
19 public exhibitions or distributions of the segment, inside or
20 outside the United States.

21 87. Plaintiff is informed and believes and thereon alleges
22 that defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1
23 through 50, inclusive, made the representations to Plaintiff with
24 no reasonable ground for believing them to be true, in that
25 defendants, and each of them, did not have either accurate
26 information or any information concerning the feasibility of
27 defendants' representations that since the November 2004

1 settlement, there were no other public exhibitions or
2 distributions of the segment, inside or outside the United
3 States, and there was an awareness on the part of the defendants,
4 and each of them, that without such information such
5 representations as have been alleged herein could not be made;
6 and at all times thereafter until on or about January 2007,
7 defendants HBO and DOES 1 through 10, inclusive, concealed from
8 the Plaintiff the lack of information and the consequent
9 inability to make good on their promises.

10 88. These representations were made by the defendants, and
11 each of them, with the intent to induce the Plaintiff to sign the
12 November 2006 Settlement Agreement.

13 89. The Plaintiff, at the time these representations were
14 made by defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1
15 through 50, inclusive, and at the time she took the actions
16 herein alleged, was ignorant of the falsity of the
17 representations of the defendants, and each of them, and believed
18 them to be true. In reliance on these representations, Plaintiff
19 was induced to and did sign a Settlement Agreement.

20 90. As a result of the foregoing negligent misrepresentation,
21 defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1 through
22 50, inclusive, caused Plaintiff to suffer a loss of her
23 reputation, stress, worry, and physical pain, humiliation, shame,
24 mortification, and hurt feelings, and to be subjected to ridicule
25 and scorn and (upon information and belief) has caused her
26 profession to be greatly impaired, all to her general damage.

1 91. As a proximate result of the above-described actions of
2 defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1 through
3 50, inclusive, Plaintiff has been damaged. The exact amount is
4 not known to Plaintiff at this time, and Plaintiff will amend
5 this Complaint to state such amount when the same becomes known
6 to her, or on proof thereof. The amount of damages exceeds the
7 jurisdictional minimum of this Court.

8 92. As a further direct and proximate result of the wrongful
9 conduct of the defendants, and each of them, and the disruption
10 caused to Plaintiff's reputation and business, the Plaintiff has
11 sustained substantial compensable losses, including economic
12 losses, and attorney's fees, and has further been caused the loss
13 of other incidental items and out of pocket expenses as alleged
14 herein, all to Plaintiff's damage in an amount according to proof
15 at time of trial.

16
17 **EIGHTH CAUSE OF ACTION**

18 **(Negligent Infliction of Emotional Distress,**
19 **against all defendants).**

20 93. Plaintiff repeats and realleges paragraphs 1 through 24,
21 inclusive, together with paragraphs 77 through 81, inclusive, and
22 paragraphs 86 through 89, inclusive, with the same force and
23 effect as though fully set forth herein.

24 94. At all times herein mentioned, defendants HBO, BARON
25 COHEN, DA ALI G. SHOW, and DOES 1 through 50, inclusive, owed to
26 Plaintiff the duty of reasonable care with respect to her
27 feelings and reputation.

1 95. The defendants, and each of them, knew, or should have
2 known, that the acts and omissions of defendants, and each of
3 them, as described herein, would cause Plaintiff severe emotional
4 distress.

5 96. As a proximate result of the acts and omissions of the
6 defendants, and each of them, Plaintiff has been damaged in an
7 amount according to proof at time of trial.

8 97. As a result of the foregoing wrongful actions against
9 Plaintiff, defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES
10 1 through 50, inclusive, caused Plaintiff to suffer a loss of her
11 reputation, stress, worry, and physical pain, humiliation, shame,
12 mortification, and hurt feelings, and to be subjected to ridicule
13 and scorn, and (upon information and belief) has caused her
14 profession to be greatly impaired, all to her general damage.

15 98. As a proximate result of the above-described actions of
16 defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1 through
17 50, inclusive, Plaintiff has been damaged. The exact amount is
18 not known to Plaintiff at this time, and Plaintiff will amend
19 this Complaint to state such amount when the same becomes known
20 to her, or on proof thereof. The amount of damages exceeds the
21 jurisdictional minimum of this Court.

22 99. As a further direct and proximate result of the wrongful
23 conduct of defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES
24 1 through 50, inclusive, and the disruption caused to Plaintiff's
25 reputation and business, the Plaintiff has sustained substantial
26 compensable losses, including economic losses, and attorney's
27 fees, and has further been caused the loss of other incidental

28 26

1 items and out of pocket expenses as alleged herein, all to
2 Plaintiff's damage in an amount according to proof at time of
3 trial.

4
5 **NINTH CAUSE OF ACTION**

6 **(Permanent Injunction)**

7 100. Plaintiff repeats and realleges paragraphs 1 through 99,
8 inclusive, with the same force and effect as though fully set
9 forth herein.

10 101. The foregoing actions of defendants HBO, BARON COHEN, DA
11 ALI G. SHOW, and DOES 1 through 50, inclusive, have resulted in
12 damages to the Plaintiff, and will continue to cause future
13 damage to Plaintiff; and Plaintiff will suffer irreparable injury
14 unless the defendants, and each of them, are restrained from
15 broadcasting the defamatory words, and are restrained from
16 continuing to broadcast those words.

17 102. Plaintiff has no adequate remedy at law for the injuries
18 now being suffered and that will be suffered in the future, for
19 various reasons, including but not limited to the following:
20 As BARON COHEN's fame increases, more people will want to view
21 earlier shows, including the offending show which is the subject
22 of this lawsuit; HBO will likely air the show again, and will
23 encourage distribution and licensing of the show, especially as a
24 new movie ("Borat") starring BARON COHEN was released in early
25 2007, for which he received a Golden Globe Award. "Borat" has an
26 Oscar nomination. HBO will want to capitalize on this by re-
27 airing BARON COHEN's shows; Plaintiff will constantly be worried

1 about her job position; more people will come into contact with
2 Plaintiff and will get to know her; and Plaintiff will be forced
3 to keep track of shows aired by HBO. As such, it will be
4 impossible for the Plaintiff to determine the precise amount of
5 damage that she will suffer if the conduct of the defendants, and
6 each of them, is not restrained; and the Plaintiff will be forced
7 to institute a multiplicity of suits to obtain adequate
8 compensation for the wrongful acts of the defendants, and each of
9 them.

10 103. The Plaintiff therefore seeks a Permanent Injunction
11 which will include a global recall of licensed, distributed, and
12 assigned materials, and home entertainment (including rental)
13 materials. The offending segment (the Gore Vidal interview)
14 should be completely removed and any global redistributions
15 should go out without the Gore Vidal interview. This will
16 prevent the defendants, and each of them, from airing the
17 offending broadcast anywhere in the world, and by any manner
18 including but not limited to syndication and home entertainment.

19 WHEREFORE, Plaintiff JANE DOE prays for judgment against
20 defendants HBO, BARON COHEN, DA ALI G. SHOW, and DOES 1 through
21 50, inclusive, as follows:

22 1. On the First Cause of Action, against all defendants, for
23 general damages in an amount according to proof at time of trial,
24 together with exemplary and punitive damages, together with
25 interest thereon as permitted by law.

26 2. On the Second Cause of Action, against all defendants,
27 for general damages in an amount according to proof at time of

28 28

1 trial, together with exemplary and punitive damages, together
2 with interest thereon as permitted by law.

3 3. On the Third Cause of Action, against all defendants, for
4 general damages in an amount according to proof at time of trial,
5 together with exemplary and punitive damages, together with
6 interest thereon as permitted by law; and for a preliminary
7 injunction and a permanent injunction enjoining the defendants,
8 and each of them, and their agents, servants, and employees, and
9 all persons under, in concert with, or for them, from continuing
10 to publish th above-described words about the Plaintiff.

11 4. On the Fourth Cause of Action, against all defendants,
12 for general damages in an amount according to proof at time of
13 trial, together with exemplary and punitive damages, together
14 with interest thereon as permitted by law.

15 5. On the Fifth Cause of Action, against all defendants, for
16 general damages in an amount according to proof at time of trial,
17 together with interest thereon as permitted by law.

18 6. On the Sixth Cause of Action, against all defendants, for
19 general damages in an amount according to proof at time of trial,
20 together with interest thereon as permitted by law.

21 7. On the Seventh Cause of Action, against all defendants,
22 for general damages in an amount according to proof at time of
23 trial, together with interest thereon as permitted by law.

24 8. On the Eighth Cause of Action, against all defendants,
25 for general damages in an amount according to proof at time of
26 trial, together with interest thereon as permitted by law.

27 9. On the Ninth Cause of Action:

28 29

1 (a) For an Order requiring defendants, and each of them,
2 to show cause, if any they have, why they should not be enjoined
3 as set forth below, during the pendency of this action;

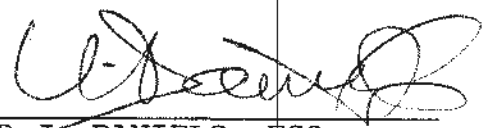
4 (b) For a Permanent injunction, which will include a
5 global recall of licensed, distributed, and assigned materials,
6 and home entertainment (including rental) materials. The
7 offending segment (the Gore Vidal interview) should be completely
8 removed and any global redistributions should go out without the
9 Gore Vidal interview. This will prevent the defendants, and each
10 of them, from airing the offending broadcast anywhere in the
11 world, and by any manner including but not limited to syndication
12 and home entertainment.

13 10. For costs of suit incurred herein, including reasonable
14 attorney's fees.

15 11. For such other and further relief as the court may deem
16 just and proper.

17 12. Plaintiff demands a jury trial in the above-entitled
18 action.

19 DATED: February 9, 2007

20
21 By: 
22 VICTOR J. DANIELS, ESQ.
23 Attorney for Plaintiff
24 JANE DOE

25
26
27
28

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement"), dated this 10th day of November, 2006, is by and between Heddi Cundle ("Ms. Cundle") and Home Box Office, Inc. ("HBO").

WHEREAS, Ms. Cundle claims that statements were made about her in an episode of the HBO Original Program "D Ali G. Show, 11:JAH" (the "Program"), shown on November 21, 2005, on Comcast HBO on Demand, that were defamatory and/or invaded her privacy; and

WHEREAS, HBO denies and disclaims any wrongdoing and/or liability in connection with this claim, including for any injury, claim or cause of action that was or could have been asserted by Ms. Cundle; and

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, Ms. Cundle and HBO hereby covenant and agree as follows:

1. Payment. HBO shall pay to Ms. Cundle, through her attorney, the sum of \$50,000.00 no later than fourteen (14) days following execution of this Agreement. Pursuant to instructions of Ms. Cundle's counsel, the check shall be made payable as follows: \$33,350 payable to Heddi Cundle, whose taxpayer I.D. number is [REDACTED] and \$16,650 payable to her counsel, Victor J. Daniels, Esq., whose taxpayer I.D. number is [REDACTED]

2. Costs and Fees. The Parties shall bear their own costs and attorneys' fees.

3. Release. Ms. Cundle, in her own right and on behalf of her heirs, assigns, representatives, executors, administrators, and any other person or entity who could assert a claim on her behalf (collectively, the "Releasers"), hereby irrevocably release and forever discharge, and agree to hold harmless HBO, Sacha Baron Cohen, Talkback Productions Limited,

and each of their parents, partners, divisions, subsidiary and affiliated divisions and companies, predecessors, successors, distributors, assigns and licensees, and the respective shareholders, directors, officers, employees, representatives, attorneys, insurers and agents of any of the foregoing and all other persons or entities who participated in the production, broadcast, transmission or dissemination of the Program or of any advertisement or promotion for the Program (collectively the "HBO Releasees"), and each of them, of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, now or in the future, arising out of or related to the Program (the "Released Matter"); provided that nothing in this Agreement shall be deemed to prevent or otherwise restrict the Releasers from bringing an action for breach of this Agreement.

4. The Releasers further agree that they will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the HBO Releasees based on, arising out of or connected to the Released Matter. Nothing in this Agreement shall prevent the Releasers from bringing an action against any person or entity who unlawfully broadcasts or otherwise disseminates any sound recording of Ms. Cundle's name in the future, nor from bringing an action arising out of breach of this Agreement.

5. It is the intention of the Parties that this Agreement shall be effective as a full and final accord and satisfaction, and release of each and every Released Matter concerning the Parties. Ms. Cundle waives any and all rights under California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE

RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Parties represent and warrant that they understand the full nature, extent and impact of Section 1542, and waive any and all rights under it and any similar law or statute in any other jurisdiction, including but not limited to New York, without prejudice to the provision in the last sentence of Paragraph 4 above.

6. HBO represents that it has edited the Program (the "Edited Program") to ensure that the name "Heddi Cundle" will be inaudible in any future broadcasts (including syndication) by HBO, and in any future home entertainment releases by HBO (including DVD and video). HBO represents that to the extent it has provided or made available the Program to licensees (the "Licensees"), it has instructed those Licensees to edit the Program or replace the Program with the Edited Program. HBO represents and warrants that it is the sole owner of copyright in the Program, and that it will not authorize Channel 4 Television, Talkback Productions, or any other person or entity to broadcast or distribute any version of the Program other than the Edited Program.

7. Confidentiality. Unless the Parties mutually consent in writing or are ordered by a court of competent jurisdiction, no Party to this Agreement and no employee, attorney, agent, spouse or heir of such Party shall release any publicity or make any statement, publicly or privately, to any other person other than to a bona fide legal, accounting or tax advisor of a Party (on a need to know basis) with respect to the settlement effectuated by this Agreement, including but not limited to the amount of any payment provided for hereunder. In the event that any

Party, or anyone acting for such party, including attorneys, becomes legally compelled (by way of subpoena or otherwise) by a third party to disclose the settlement amount, or the existence of this Agreement or its terms, the Party agrees to oppose the disclosure or production thereof and promptly to notify the other Party so that it may take action to seek a protective order.

8. Ms. Cundie warrants and represents that she has not heretofore assigned or transferred any matter released hereunder, or any part thereof, that she has the full right and authority to enter into the Agreement and to make the releases herein contained, and that the consent of no other party is necessary or required to effectuate the releases herein contained.

9. Inadmissibility of this Agreement. Neither the existence of this Agreement nor any of its provisions nor the fact of or circumstances relating to this negotiation shall be used in any litigation as evidence or as an admission or concession of liability or wrongdoing of any nature on the part of HBO, or as an admission or concession by HBO concerning the merits of any claim or defense.

10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. The parties agree that, subject to the right of any party to remove any action or proceeding to Federal Court as provided by Federal law, the Los Angeles Superior Court shall have jurisdiction to enforce all provisions of this Agreement, and the parties agree that in the event that any one of the parties shall reasonably be required to bring any action or proceeding to enforce any of the terms of this Agreement, or any court order made based upon any provisions of this Agreement, the party prevailing in such action or proceeding may apply to the court to recover all costs of such enforcement proceeding, including reasonable attorney's fees as set forth by the court.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may be modified or supplemented only in writing signed by all of the parties (or their authorized attorneys) or their successors, on or after the date hereof.

12. The Parties to this Agreement represent that they have read this Agreement and know and understand its contents. Ms. Cundlt acknowledges that she has had the benefit of legal counsel before executing this Agreement. Prior to the execution of this Agreement, the Parties' attorneys reviewed it and negotiated its terms.

13. Effective Date and Manner of Execution. This Agreement shall be effective when executed on behalf of all parties hereto. This Agreement may be executed in counterparts, any

complete set of which shall constitute an original document.

IN WITNESS WHEREOF, the parties, respectively, have caused this Agreement to be executed on the dates set forth below.

Home Box Office, Inc.

Dated: 11/23/04

By: [Signature]
Name: Peter R. Schneider
Title: VP - Senior Counsel

Dated: 11/17/04

[Signature]
Heddi Cundie

Sworn to before me by Heddi Cundie, who appeared personally before me this 17th day of November ~~August~~ 2004.

[Signature]
NOTARY PUBLIC
My Commission expires: 11/14/05

