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September 28, 2010

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ERIC M. GEORGE

VIA EMAIL AND MAIL

Ref: 1000-046

Daniel Horowitz, Esq.

Re: Browne Woods George v. Oksana Grigorieva

Dear Mr. Horowitz:

I returned yesterday afternoon from a vacation out of the country, and quickly learned of a veritable media blitz you recently initiated on behalf of your (and my former) client Oksana Grigorieva.

Having reviewed what I understand to be just a fraction of your comments (everything below is from Radar Online, posted September 24, 2010; I have yet to read your other comments), be advised that:

First, there can be no question that you have waived the attorney-client and mediation privileges as to those previously-privileged topics you have now publicly divulged, including with respect to your following statements:

- "Oksana refused to sign the formal agreement because she did not want Mel Gibson to have overnight custody of their child";
- "Oksana felt that she was being threatened at the mediation and she felt she would lose her daughter and be arrested for making the tapes, if she did not sign the agreement"; and
- "Oksana's concerns were always about the safety of her children. She feared that if the recorded threats against her by Gibson were destroyed, she would have no way of proving that there was a very real danger from him, and that it would just be her word against his."

Daniel Horowitz, Esq.

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Second, please cease and desist from repeating any comments to the media that are false and defamatory, of or concerning me or my firm, such as the following that have been attributed to you:

– “The only reason she would have signed the draft agreement as she did was because she was threatened and told she would go to jail, be deported and lose immediate possession of her children.” Please know there was never any threat or comment of any such nature ever discussed - let alone communicated to Ms. Grigorieva - at any time before, during or after the mediation proceedings.

– “The role of the attorneys and the retired judges in the creation of this document are probably a major subject of scrutiny [that] is morally ambiguous.” Be sure to familiarize yourself with (i) California Rule of Professional Conduct 5-220, and (ii) the fact no so-called “evidence” was legally obligated to be revealed or produced, given the absence of any pending or threatened civil or criminal proceeding (in which some legal process might have been invoked to seek the revelation or production of same) at the time the mediation agreement was entered into by the parties (indeed, Ms. Grigorieva had vigorously resisted doing so prior to and following her retention of me).

I trust you will read this in the spirit it is intended - to preserve your ability to effectively represent Ms. Grigorieva, while ensuring you do so without injuring the reputations of others. If you do not choose to cease further media communications altogether, please ensure you exercise far greater care in any such future statements you make publicly.

Sincerely,



Eric M. George

EMG:cb

