

From: Michael Horn <michael@theyfly.com>
Date: March 15, 2008 10:35:11 AM PDT
To: Derek Bartholomaus <derek@iigwest.com>, James Underdown
<jim@cfiwest.org>randi@randi.org, jref@randi.org
Subject: Re: Your legal threats

Derek Bartholomaus, CFI-West/IIG, et al,

Since you have had the bad judgment to threaten us with both legal action and an intention to harm our legitimate business interests, I will point out a few important facts for you below.

Perhaps, because you are a simple fellow and easily confused, you are unclear about the actual terms and conditions of our agreement and how they came about, so allow me to remind you of them. At the birthday party at which we met, in November 2005, I invited you to participate in our film and I offered you special assurances that you would be treated fairly, that your interview would be done without any negative, derogatory or defamatory influence, etc.

Our agreement reflected those terms and special care was made to assure that you were satisfied with the interview, i.e. you were unique among all interviewees in being allowed to first view, and then sign off on, it. We have in no way violated those terms, in or outside of the actual recording and production of the interview or in our promotion of the film.

By including your interview in the Special Features section of the Program you were further provided an environment in which nothing that preceded or followed your interview could, in any way be construed to be negative towards you.

Now you are, publicly, complaining about not being in the main body of the film.

You published the following:

posted on 23-1-2008 @ 11:20 AM

reply to post by rudenzz

Hi there.

As the skeptic interviewed for the DVD let me fill you

in on a few things.

First, I was interviewed for 50 minutes and they used about 10 minutes. My original agreement with them was that the section you see in the special features was originally supposed to be included in the main film and then my full 25 minute presentation was to be used in the special features. Well, they cut me out of the main film and used that as the special feature. I had agreed on the editing of the piece as it exists because I was told that the complete interview would be included which would provide much more explanation on the topics discussed.

Let me point out that the actual language of our agreement states that you were being interviewed "for possible inclusion in all editions of the documentary film". "Possible" means that no promises were made that you would definitely be included at all, let alone in any specific way. Further, the agreement also states that it "contains the complete understanding between the parties" and "supersedes all other agreements between the parties whether written or oral relating thereto". So the above statement, published by you, is simply a lie and a defamation, leading people to believe that we had, in some way, breeched our agreement with you, which is not the case.

By stating this *publicly* as a fact, you also have bypassed the arbitration process, which is the specific means of resolving "Any controversy or claim" between us. If anything, the hallmark of your entire style is to present your opinions as facts, and to defame people in the process.

Let me also now point out that by publishing the following, on a commercial, publicly viewed website, you have again breeched our agreement, as you not only state as factual a "violation" of the contract that has not been legally determined, you have misrepresented that it has and, since you never informed us in the customary, initial, written fashion that you had any problem with the release of the film (that you signed off on), you have violated the provision that any disputes arising between us would be handled through arbitration:

derekc bart

posted on 26-1-2008 @ 11:23 PM

Actually, it is a written agreement. And yes, by removing it from the body of the main film and only including it as a special feature they are in violation of the contract. However, I have no plans in bringing legal action against them. I'm actually quite happy that the DVD is out there because it finally enables me to speak publicly about the case and present even more evidence about it. I had been holding off on speaking publicly because I did not want them to re-shoot or re-edit the film based on what I had said. They actually did this twice within the footage that does appear.

You will also notice that, in addition to your unsubstantiated, defamatory and agreement breaking comment, you mention that you will not be bringing legal action against us, which is another misleading statement, of course, since you failed to enter arbitration and are not entitled to bring legal action against us. You then go on to say that you are, to be sure, "...quite happy that the DVD is out there..."

Of course, you also confirmed your joy about the release of the film, on the ATS forum, on 1.23.08, "For the record, I am glad that the DVD is finally released."

You may also recall posting this at the Paracast forum (<http://theparacast.com/forums/he-who-shall-not-be-named-alert-t-1540-3.html>), on 1.29.08:

"I will also agree with Horn that the photograph section of the short version of my lecture was the weakest part of my presentation."

So you must also agree that any criticism of your presentation is, obviously, supported by your own admission, which is effectively a retraction of your claims that Meier used model UFOs and model trees. Of course, if you would now like to again reverse yourself, please provide the factual evidence that would substantiate those claims. And don't worry that you and your associates have had over *seven years* to make your case, we understand the difficulties that you must be facing considering the absence of any proof for such claims and the low level of competence demonstrated by CFI-West/IIG (and the rest of the skeptics) in the entire matter.

As you have already been reminded by me, I have not published any defamatory information about you. Since I am barred from the forums on which you choose to try remake your image (and your case) the only really critical (often satirical) and legally protected material has been in the body of *personal emails* to you...which *you and you alone* decided to make public in lieu of responding to me directly. It does remind me of the person who slew their parents and then threw himself at the mercy of the court because he was an orphan.

In truth, the only published, personally disparaging, demeaning remarks came from...*you*, about me, again on these forums. Further, you yourself effectively advertised my new article about your retraction by posting information I provided to you on your own - publicly viewed, commercial - website. So crying wolf about the same information being politely presented at the IUFOC, sans any rolling footage, voice, etc., is not only hypocritical but, frankly, pathetic. Likewise, your direct threats against us and the IUFOC, made prior to your even having viewed the presentation, bespeak not only a nasty, amateurish streak but an outright attempt to censor our rights of free speech and to disrupt and damage our businesses, reputations, etc.

While I have pointed out the overall ineptitude of CFI-West/IIG, James Randi, Vaughn Rees, Michael Shermer and your own efforts, do know that you have succeeded where we haven't, i.e. you managed to get the General Counsel at Oregon State University to wish me well with our project (and to decline your invitation to criticize or interfere in it), you obtained the most current and remarkably favorable quote from Uncharted Territory regarding the Meier films and you provided a wonderful, clear blow up of Meier, standing in the middle of a fiery ring, showing him *clearly and motionlessly* holding a microphone in an attempt to record the sounds of Quetzal's ship hovering above him...just as he said was the case.

I'm sure that your comrades at CFI-West/IIG are justly proud of the results of such (out of character for you) stellar investigative work.

So, make no mistake about it, you *are* the poster boy for the best efforts of all of the skeptics, including the aforementioned CFI-West/IIG, James Randi, Vaughn Rees, Michael Shermer, etc. Your classic, "similar trees are the same model tree" pronouncements, your misstatements regarding the audio recordings, your irrelevant rambling about "video transfer" when the actual film itself was analyzed and authenticated by Nippon TV, your incomprehensibly inaccurate statement that Vogel used an electron-scanning microscope to detect the elements in the metal sample (really, how on earth did you come up with that?) - all of this and more is indelibly immortalized as the culmination of the best case that the skeptics could make against the Meier evidence, when graciously given the opportunity by us.

Someone should have told you, and the rest of your embarrassingly amateur associates, that the best way to approach a controversial matter is to investigate it with a truly scientific, objective, open, yet critical mind to determine - the *truth*. Instead, you have all approached the Meier case as if you *knew* that it just had to be a hoax. Consequently, and ironically, your biased, bumbling efforts have resulted in contributing to the accurate perception that it's no hoax at all - as the feedback, now rolling in from all over the world, is confirming.

I do wish you a long and happy career in TV production, or whatever other area of employment, for which you are actually qualified, that you choose to pursue.

Michael Horn
Producer/Writer
The Silent Revolution of Truth
Authorized American Media Representative
The Billy Meier Contacts
www.theyfly.com

Hello Michael.

Before your next email I strongly suggest that you review our contract with your legal representative.

Issue 1 – Not including interview within the body of the Program. Our contract states “DB shall have prior written approval over the final edit of the Interview to be embodied in the Program.” Plus, “Producers shall provide DB with a copy of the entire final edit of the Interview as it will be used in the Program.” Also, “Producers may use said Interview solely as embodied in the Program.” The final release also states “the revised edit of my interview (shipped on June 18, 2007), which I have viewed, to be included in their film, The Silent Revolution of Truth.”

All of the signed agreements indicate that the interview was to be used within the body of the Program. By removing it from the Program after you had received my signed agreement and then placing the interview as a “special feature” on the DVD suggests that you have not followed the terms of the contract.

Issue 2 – Use of interview footage outside of the Program without my prior written approval. As stated above, my interview footage and my agreement to its use is only for the Program “The Silent Revolution Of Truth.” The final release has an additional clause that states “I understand that the full version of my interview may be included in a subsequent film by the Producers and that they will submit that version for my written approval, prior to its inclusion, as well.” All uses of my

interview footage are to be presented to me for written approval prior to any other usage.

In your email dated March 6, 2008 6:18:05 PM PST you wrote, "Secondly, for you getting all that new exposure to many hundreds of conference attendees who were treated to a brand new presentation of mine that features...the Mausmeister himself. Yes, blown up there on the big screen." In this email you have admitted to using footage of myself in your IUFOC presentation without my prior written approval.

Issue 3 – Negative public statements. Our contract states "Producers agree not to depict DB in any negative, harmful, derogatory or defamatory manner in the Program or otherwise." It is the last two words, "or otherwise," that prohibit you from saying anything negative, harmful, derogatory or defamatory about me at any time in any venue. Your recent emails, radio interviews, and IUFOC presentation suggest that you have not followed the terms of the contract.

The above issues reflect that you have breached the terms of our written agreement and are willfully and maliciously infringing upon my name, voice, likeness rights, and rights of publicity not only in an unauthorized context, but also to promote certain goods, services, products, and concepts which I did not authorize. If you do not cease and desist from using my name and likeness in an unauthorized manner then I will seek to enjoin the various products and formally assert that due to your breach of your obligations our agreements are null and void.

Please review the above with your legal representative and then respond to me as to how you plan to address these issues.

Thank you.

Derek Bartholomaus