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January 17, 2008

Mr. George Rush
NEW YORK DAILY NEWS
450 West 33rd Street
New York, New York 10001-2681

Re: Sienna Miller / *New York Daily News*, et al.

Dear Mr. Rush:

We are writing as litigation counsel to Sienna Miller regarding the lead story published on January 17, 2008 in the Rush & Molloy column entitled "**Penns Split After Miller Time**" in the print edition, and "**Sean Penn and Robin Wright Penn split up after (Sienna) Miller time**" in the online version (collectively the "Article"). The Article is false, and is highly defamatory. My client intends to pursue her legal remedies against all those responsible in the event that *New York Daily News* continues to publish such outrageous false stories about her.

The gist of the Article and its defamatory headlines is that Ms. Miller is responsible for breaking up the marriage of Sean Penn and Robin Wright Penn. This is false. The truth is that Ms. Miller is close friends with both Robin and Sean, and she was not responsible for the couple's split. Although Leslie Sloane Zelnik informed you of the true facts before the Article was published, you nevertheless recklessly proceeded to publication.

Making matters worse, various internet publications originating in the US, the UK and elsewhere have already begun repeating this false story, citing *Rush & Molloy* as the source. Having initiated the false story, the *Daily News* and *Rush & Molloy* would be held responsible for the damages arising from its repetition elsewhere. Smolla, *Law of Defamation* (2nd Edition 2004) Vol. 1, §4:91 ("the originator of the statements is liable for any secondary publication that is the natural and probable consequence of his or her act, even though the secondary publisher, or republisher, may also be liable").

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Ms. Miller takes great offense at the false assertion that she is responsible for breaking up her friends' marriage. The defamatory headlines of the Article would alone suffice to support a libel claim. *E.g.*, Empire Printing Co. v. Roden, 247 F.2d 8, 14 (9th Cir. 1957) (" . . . headlines alone may be enough to make libelous per se an otherwise innocuous article"); Washburn v. Wright, 261 Cal.App.2d 789, 68 Cal.Rptr. 224, 228 (1968) ("the test of libel is not quantitative; a single sentence may be the basis for an action in libel even though buried in a much longer text . . ."); Kaelin v. Globe Communications Corporation, 162 F.3d 1036, 27 Media L.Rep. 1142 (9th Cir. 1998) (single defamatory sentence may render publication actionable).

Publication of a retraction of the false Article is called for. As you are no doubt aware, my client will not hesitate to file suit when necessary to protect her rights. We therefore strongly caution you to refrain from publishing stories containing defamatory lies about Ms. Miller in the future. If such stories are published, my client intends to take appropriate steps to pursue her remedies through litigation.

You proceed at your peril.

This letter does not constitute a complete or exhaustive statement of all of my client's rights or claims. Nothing stated herein is intended as, nor should it be deemed to constitute, a waiver or relinquishment of any of my client's rights or remedies, whether legal or equitable, all of which are hereby expressly reserved.

Very truly yours,



LYNDA B. GOLDMAN

of

LAVELY & SINGER
PROFESSIONAL CORPORATION

LBG:lg

cc: Ms. Sienna Miller (via email)
Ms. Leslie Sloane Zelnik (via email)
Martin D. Singer, Esq.